

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 17-May-2010		4. REQUISITION/PURCHASE REQ. NO. PD010501DHDARQJ		5. PROJECT NO.(If applicable)	
6. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09366		CODE W5J9JE		7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W5J9JE-10-R-0067	
				X		9B. DATED (SEE ITEM 11) 24-Mar-2010	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to replace sections 00110, 00120, 01040, 01060. Section 01065 is added to this solicitation. The new date due is 29 May 2010, 3:00pm Kabul Time. A "Dari" version of sections 00110 & 00120 are also attached; however the English version is the legal version.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 17-May-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 24-May-2010 03:00 PM to **29-May-2010 03:00 PM, Kabul time.**

Sections 00110, 00120, 01040, 01060 & 01451 are hereby replaced with the attached files.

Section 01065 is added to the solicitation.

“Dari” version of sections 00110 & 00120 are provided; however the “English” version is the legal version.

(End of Summary of Changes)

SECTION 00110
INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

LOWEST PRICED TECHNICALLY ACCEPTABLE (LPTA)

1. DEFINITION

This solicitation is for a firm fixed price type contract to acquire: Dardoj District, Badakhshan, Province.

This work includes, but is not limited to, management, planning, design, material, labor, and equipment, to site adapt and construct all utilities, vehicular access, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein.

When the word 'Offeror' is encountered throughout this Section 00110, it is intended to mean a company or Joint Venture seeking to do business with the Government that submits a proposal in response to this solicitation.

A proposal is documentation prepared by the Offeror and submitted to the Government for evaluation purposes in response to this solicitation.

When the word 'Government' is encountered throughout this Section 00110, it is intended to mean U.S. Army Corps of Engineers Afghanistan District-North (AED-N).

Proposals for this solicitation will be accepted until the date and time indicated on Standard Form 1442. Perspective Offerors should submit inquiries related to this solicitation only by e-mail to:

E-MAIL ADDRESS: Martha.L.Jackson@usace.army.mil

Include the solicitation number, and project title with any questions/clarifications. Written questions must be received by this office not later than 4 calendar days prior to the date set for receipt of offers. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out as to the number of Offerors or the results of the competition until all awards are made.

2. DIRECTIONS FOR SUBMITTING PROPOSALS

Offers must be in sealed envelopes/packages, marked and addressed as follows:

MARK PACKAGES:

Solicitation No. W5J9JE-10-R-0067

Offer Closing Date: 29 May 2010

Offer Closing Time: 3:00 p.m. (LOCAL KABUL TIME)

ADDRESS PACKAGES TO:

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District-North (AED-N)
Qalaa House, Attention: Martha Jackson
Kabul, Afghanistan

Special Instructions Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED office, Qalaa House, Kabul, Afghanistan. Offerors who desire to hand-deliver their offers must give properly marked package(s) to the guard at the entrance gate to Qalaa House Compound no later than the time specified above (hand receipts provided upon request).

PROPOSALS SUBMITTED AFTER THE DATE AND TIMES ESTABLISHED FOR SUBMISSION OF PROPOSALS WILL NOT BE EVALUATED.

3. PREPROPOSAL CONFERENCE / SITE VISIT

A Pre-proposal Conference was held at Qalaa House in Kabul. The conference slides and information are located on the AEN website at <http://www.aed.usace.army.mil/contracting2010.asp>

An organized site visit will not be held. Vendors may visit the site on their own schedule and at their own risk.

IMPORTANT NOTES. (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing by the Contracting Officer.

4. ELECTRONIC OFFERS

FAXED PROPOSALS, MODIFICATIONS THERETO, OR CANCELLATIONS WILL NOT BE ACCEPTED. However, proposals may be withdrawn in writing by letter or e-mail. Any written notice to withdraw an offer sent to this office must be received in the office

designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals.

5. PROPOSALS SHALL BE SUBMITTED IN THE FOLLOWING FORMAT:

Proposal Package	<u>Original</u>	<u>Copies</u>
VOLUME 1 – Technical Proposal	1	3

FACTOR 1 – Experience

FACTOR 2 – Key Personnel

FACTOR 3 - Security

FACTOR 4 – Past Performance

FACTOR 5 – Afghan Capacity Development

Volume 1 shall also include the following:

- Letters of Commitments for Subcontractors (if applicable)
- Joint Venture Agreement (if applicable)

	<u>Original</u>	<u>Copies</u>
VOLUME 2 – Price Proposal and Administrative Submission	1	0

FACTOR 6 – Price Proposal

Volume 2 shall also include the following:

- Signed offer, Standard Form 1442
- Pricing Schedule
- Representation and Certifications, Section 00600
- All Amendments, signed and dated
- Offeror's e-mail address and cell phone number
- Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal

Failure to submit these documents may result in rejection of the proposal. The Government will not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government will reject incomplete proposals after initial evaluation without further consideration. Therefore the proposal shall meet the following basic requirements identified in paragraph 6:

6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

a. REQUIREMENT FOR SEPARATE TECHNICAL AND PRICE PROPOSALS.

DO NOT MIX CONTENTS OF VOLUME 1 (Technical) AND VOLUME 2 (Price) IN THE SAME BINDER.

(1) The Proposal shall be typed and submitted in English, and easy to read.

(2) Each Offeror must submit a Technical Proposal and a Price Proposal. The Technical Proposal and the Price Proposal must be submitted as separate volumes. Both the Technical and price proposal shall contain page numbers.

The outside of each separate volume (Vol 1 – Technical; Vol 2 – Price) must be clearly marked to indicate its contents; and the identity of the Offeror. Additionally, identify the “original” Technical proposal and the “original” cost/price proposal on the outside cover.

(3) Both the Technical Proposal and the Price Proposal must be received by the closing date and time set for receipt of proposals.

(4) Pricing Schedule, Vol 2, shall be completed in full

(5) Do not include any dollar amounts from the Price Proposal in the Technical Proposal.

(6) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa. Also, do not include links to websites in your proposal.

(7) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the Offeror include terms and conditions that conflict with the terms and conditions of the Solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Any questions related to specific terms and conditions contained within the Solicitation should be resolved prior to submission of the offer. Notwithstanding the above, the Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

(8) Failure to submit required documents or failing to complete them properly may result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and speak with the Contracting Officer if they do not understand any part of the Solicitation.

b. DISCUSSIONS. The Government intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition

can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient completion among the most highly rated proposals.

c. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc.

(2) Use only 8 ½ by 11 inch paper or A4 paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets). Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers. All pages must be numbered.

(3) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages. Do not include loose papers.

(4) "Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror's technical proposal. Offerors that include in their proposals information they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".

(5) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.

(6) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

7. JOINT VENTURES

Each company that is part of a Joint Venture must submit a legally binding joint venture agreement with their Technical Proposal. The Government will not evaluate the capability of any contractors that are not included in the Joint Venture agreement. Joint Ventures must

include a copy of the legal joint venture signed by an authorized officer from each of the firms that make up the Joint Venture with the chief executive of each company identified. All agreements must be translated into English. A complete and legally binding document with all the information required under this section titled “Joint Ventures” shall be included.

If submitting a proposal as a Joint Venture, the experience, key personnel, past performance, and management approach of each of the Joint Venture Partners may be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner will be considered the experience of the Joint Venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

- a. A detailed statement outlining the following in terms of percentages, where appropriate.
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - (3) The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
 - (4) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
 - (5) Identification of the party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
 - (6) Identification of the party furnishing the facilities, such as office supplies and telephone service.
 - (7) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture partners. The proposal should further identify for which partner the employee works. If the key personnel is an employee of the joint venture, the proposal should indicate that this is the status of the employee.

If one of the joint venture parties possesses relevant experience and/or past performance, the experience and/or past performance of that firm will be considered as the experience and/or past performance of the joint venture.

*****All members of the Joint Venture shall sign the SF 1442 and the Joint Venture Agreement shall be included as part of the Technical Proposal.**

SUBCONTRACTORS

If an Offeror wishes to be credited with a subcontractor or supplier (i.e. a firm that is not the prime contractor or part of the joint venture), a letter of commitment signed by the subcontractor and the prime contractor must be submitted. The commitment letter must be submitted even if the firm is in some way related to a joint venture partner (for example, the subcontractor is subsidiary of a joint venture partner, or a subsidiary of a firm to which the joint venture partner is also a subsidiary). If an Offeror submits projects demonstrating experience by a subcontractor, a subsidiary, or a supplier, as opposed to the prime or one of the joint venture partners, the Offeror **MUST** submit a signed letter of commitment from the contractor who performed and completed the work. If a letter of commitment is not submitted, the experience will not be considered.

*****Letters of Commitment shall be included in the Technical Proposal.**

8. SPECIFIC INSTRUCTIONS FOR VOLUME 1 – TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit an ORIGINAL and THREE (3) additional sets of the Technical Proposal, with each set in a separate binder.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal will be appropriately labeled as such. Each technical proposal shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section 00120.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL	PAGE LIMITS
TAB 1 Factor 1	EXPERIENCE	5
TAB 2 Factor 2	KEY PERSONNEL	2 pages per resume
TAB 3 Factor 3	SECURITY	10
TAB 4 Factor 4	PAST PERFORMANCE	5

TAB 5 Factor 5	AFGHAN CAPACITY DEVELOPMENT	2
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(3) Page Limitations. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 5 pages (maximum of 5 forms)

Letters of Commitment with subcontractors (if applicable) will **NOT** count against your page limitation.

The Joint Venture agreement (if applicable) will **NOT** count against your page limitation.

- Factor #2, Key Personnel – Limited to 2 pages for each resume
- Factor #3, Security – Limited to a maximum of 10 pages.

Letter of Commitment (if applicable) from a licensed private security contractor, will **NOT** count against your page limitation.

- Factor #4, Past Performance – Limited to 5 pages (maximum of 5 forms)

Letters of recommendation, commendations, evaluations and/or awards will **NOT** count against your page limitation.

- Factor #5, Afghan Capacity Development – Limited to 2 pages (1 page for the Resume and 1 page for the Afghan Capacity Development form)

Pages submitted which exceed limitations listed above will not be evaluated. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

9. SPECIFIC INSTRUCTIONS FOR VOLUME II – PRICE PROPOSAL

(1) Number of Sets of the Price Proposal. Submit an ORIGINAL set of the Price Proposal in a binder.

(2) Size Restrictions and Page Limits. Use only 8 ½” x 11” or A4 pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government’s evaluation.

(3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled and shall be organized and tabbed as indicated in the following chart.

TAB	CONTENTS OF THE PRICE PROPOSAL
TAB 1	The Proposal Cover Sheet, to include the Offeror's e-mail address, cell phone number, Name, Address, DUNS, CAGE and Tax Identification Number of the Offeror
TAB 2	The SF 1442 and Acknowledgement of all Amendments (signed and dated)
TAB 3	Section 00010, Pricing Schedule
TAB 4	Representations, Certifications, and Other Statements of Offerors

(4) Detailed Submission Instructions for the Price Proposal

TAB 1: The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all Offerors. This provision, titled "Instructions to Offerors—Competitive Acquisition," and the format for the proposal cover sheet are furnished elsewhere in this section.

TAB 2: The SF 1442, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

TAB 3: Section 00010 is to be completed in its entirety by all Offerors. See Sections 00010 with attached notes, for further instructions.

TAB 4: All Offerors must have electronically completed the annual representations and certifications on the "Online Representations and Certifications Application" (ORCA) website or respond with the completed representations / certifications found in the solicitation. Offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. If the ORCA is not completed the Offeror must complete and return the "Representations, Certifications, and Other Statements of Offerors" included in the solicitation. If the Offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.

10. PROPOSAL FORMAT - VOLUME 1

TAB 1: FACTOR 1 - EXPERIENCE

The Proposal must contain no more than five (5) projects using the attached Experience Information Form at the end of Section 00110, representing the Offeror's experience performing work required on this solicitation. "**Same or Similar**" as referenced below, is defined as experience on projects that is the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation.

*****EXPERIENCE reflects whether the Offeror has performed similar work before.**

Demonstrate the experience of the Offeror and/or the proposed team, including sub-contractors and Joint Ventures.

- The Offeror shall complete no more than five (5), Experience Information forms, attached at the end of Section 00110, in response to this factor. All blocks must be completed and all data must be accurate, current, and complete.
- At least two (2) of the projects submitted must be the **same or similar** to the project described in the solicitation
- All projects submitted **must be at least 50% complete.**
- At least one (1) of the projects submitted must be valued at over **\$500,000.00** **AND** must have been completed within the last 3 years. This project must be the **same or similar** to the project described in the solicitation.

In addition, the Offeror shall submit:

- At least one (1) project that has been successfully completed in the Province in which the solicitation project is to be located within the last three (3) years. This project must be 100% complete. This project **does not** have to be the **same or similar** to that described in the solicitation.

TAB 2: FACTOR 2 - KEY PERSONNEL:

The Offeror must provide a Resume for the following Key Personnel:

Project Manager for Design
Project Manager for Construction
Senior Electrical Engineer
Senior Mechanical Engineer
Senior Civil Engineer
On-Site Construction Superintendent
Safety Officer

Quality Control Manager

Project Scheduler (Resume must indicate Scheduling Software experience (e.g., Primavera, Microsoft Project))

All Resumes must include the following information and may NOT exceed two (2) pages per Resume:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm (in your field of expertise/discipline) **and** years of experience with other firms (in your field of expertise/ discipline)
- Education degree(s), year, and institution
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract
- List of projects in which the individual has worked to include Name of project(s) and project location(s)

The following key personnel must have degrees in the required disciplines:

- Project Manager for Design – Architectural or Engineering Degree
- Project Manager for Construction – Architectural or Engineering Degree
- Senior Electrical Engineer – Electrical Engineering Degree
- Senior Mechanical Engineer – Mechanical Engineering Degree
- Senior Civil Engineer – Civil Engineering Degree

ALL Key Personnel shall have a minimum of three (3) years of professional experience in their field. For example, the senior Civil Engineer must have a degree in Civil Engineering and a minimum of three (3) years of professional civil engineering experience.

TAB 3: FACTOR 3 - SECURITY PLAN

The Offeror must submit a “draft” Security Plan specific to the geographic area of the project location. The draft Security Plan must describe how the Offeror will meet the specific requirements in Technical Specification Section 01040, “Security”. At a minimum, the draft Security Plan must address the following:

- Licensed Armed Guards - Section 01040 paragraph 6.0
- Access Control to Limit Entry – Section 01040 paragraph 4.0
- Security for Road Projects, Transportation and Convoys - Section 01040 paragraph 4.2
- Movement of Project Equipment and Supplies - Section 01040 paragraph 4.2.1
- Threat Assessment - Section 01040 paragraph 5.2

- Coordinate with Local Police - Section 01040 paragraph 5.5

In addition, the Offeror must submit either a:

- 1) letter of commitment from a licensed Private Security Contractor (PSC)

OR

- 2) a statement indicating that they will self-perform the security functions.

TAB 4: FACTOR 4, PAST PERFORMANCE

The Proposal must contain no more than five (5) projects using the attached Past Performance form at the end of Section 00100, representing the Offeror's relevant Past Performance. Relevant Past Performance is defined as past performance on projects that is the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation.

*****PAST PERFORMANCE describes how well the Offeror performed the work.**

Demonstrate the past performance of the Offeror and/or the proposed team, including sub-contractors and Joint Ventures.

- The Offeror shall complete and submit no more than five (5) Past Performance forms (one (1) form for each project) attached at the end of the Section 00110 in response to this factor. Past Performance forms submitted must be on projects that are at least 50% complete within the last three (3) years.
- The Offeror shall submit at least (1) one Past Performance form for a project that has been successfully completed (i.e., 100% complete) in the Province in which the solicitation project is located within the last three (3) years. This project does not have to be the same or similar to that described in the solicitation.
- Provide the Data Universal Numbering System (DUNS) in Block 2. A DUNS number must be provided if the contractor has obtained a number.
- The Offeror is highly encouraged to also submit letters of recommendation, commendations, and/or awards on projects, which demonstrate construction experience, if available.

TAB 5: FACTOR 5 – AFGHAN CAPACITY DEVELOPMENT:

The Offeror must provide a one (1) page Resume for the Afghan Capacity Development Manager (ACDM).

The Resume must include the following information and may NOT exceed one (1) page:

- Name
- Capacity building experience (to include but not limited to improving Afghan laborer skills including on-the-job training; working or coordinating with vocational/technical trade schools; experience with recruitment and hiring of skilled Afghan labor).

The Offeror must complete and submit the Afghan Capacity Development Form at the end of Section 00110 stating the minimum percentage of workforce to be Afghan in Column 2.

The signature block on the Afghan Capacity Development Form must be completed by an executive officer in the company who has legal authority to make the commitments.

The Offeror must fill-in Column 2 on the Afghan Capacity Development Form to show the percentage of: 1) skilled Afghan technical workers and 2) highly skilled Afghan technical workers to be employed on this project.

- Skilled Technical Workers include, but are not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters.
- Highly Skilled Technical Workers include: electricians and plumbers who have completed advanced electrical or plumbing courses with certification.

The percentage (%) of workers you indicate in Column (2) must be equal to or greater than the percentage shown in Column (3).

IMPORTANT NOTE

After Contract Award, the Afghan Capacity Development Manager must submit a “Capacity Development Plan” to the Contracting Officer describing how the Offeror will promote the education and develop skills development of Afghan citizens. The Capacity Development Plan must describe how the Offeror will meet the specific requirements in Technical Specification Section 01065 Afghan Capacity Development. Specifically, the plan must demonstrate the following:

- How the Offeror (and subcontractors) will recruit, hire, train and maintain a staff of skilled Afghan technical workers for construction trades including, but not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters.
- How the Offeror (and subcontractors) will recruit, hire, train and maintain a staff of Afghan highly skilled Afghan technical workers including electricians and plumbers.
- How the Offeror (and subcontractors) plans to coordinate and work with the technical and trade schools in the province, if applicable, where the project is being built to use

graduates from the schools and provide opportunities for the students and graduates of the schools to get on-the-job training and experience.

- During project execution, the appropriate diplomas for these skilled workers must be provided to the U.S. Government upon request.

11. PROPOSAL FORMAT - VOLUME II

TAB 1: FACTOR 6 - PRICE

The Offeror's prices shall contain all costs to complete the work contained in the Bidding Schedule that is part of this solicitation. The Offeror's prices shall contain all costs including of profit, all overhead (to include office and field overhead), labor burden, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, mobilization and demobilization, and all other costs including, but not limited to, compliance with environmental laws, permits, preparation of reports, correspondence and documentation required by law or these specifications, tax laws, protection and/or moving of government property and engineering services. (Engineering services include those services that are incidental to construction, and completing submittals for construction work.) The prices shall also include costs necessary to interface with Government representatives, and coordination with occupants and other contractors as necessary. For more information see the Summary of Work.

Information to be provided in Volume II:

- Proposal Cover sheet (see instructions below)
- Offeror's e-mail address and cell phone number
- Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal.
- SF1442, Solicitation offer and award
- All Amendments, signed and dated
- Completed Bidding Schedule, containing the Contractor determined Prices.
- Representation and Certifications, Section 00600

Proposal Cover Sheet

1. Solicitation Number:
2. The name, address, and telephone and cell phone numbers of the Offeror (and electronic address if available):
3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.

4. Names, titles, and telephone and cell phone numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:

5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

6. Offeror's e-mail address, cell phone number, Name, Address, DUNS, CAGE and TAX Identification Number.

PRICE PROPOSAL EVALUATION

An initial price analysis will be conducted on the Offeror's prices using techniques pursuant to FAR 15.404-1(b) and in accordance with the solicitation. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b). The Government will evaluate proposals as follows. First, the Government price evaluators will conduct a price analysis of overall prices and then perform a realism analysis for the purpose of measuring each Offeror's understanding of the requirements and to assess the risk inherent in an Offeror's proposal. Total prices submitted by the Offeror that are determined to be more than 25% above or below the Independent Government Estimate or more than 25% above or below the average of all the price proposals received in response to the solicitation will be considered to be unreasonably high or unrealistically low in order to perform the work and will not be considered for award.

In the event the Government receives more than ten proposals in response to this solicitation, the Government will evaluate proposals as follows. First, the Government will determine which ten (10) complete proposals have the lowest overall proposed prices. The technical (non-pricing) volume(s) of each of these proposals will be given to the Technical Evaluators for review, without identification of the prices or any rank order of prices. If no proposals are found to be technically acceptable within this first group of proposals, then the process described will be conducted again, as many times as necessary, until such time as the Government identifies a technically acceptable proposal(s).

12. LOWEST-PRICED TECHNICALLY (LPTA) ACCEPTABLE PROCESS.

An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be rated as "NO GO". The failure of a proposal to meet the minimum acceptability standard for any of the factors will result in a technically unacceptable rating and may preclude award. See also Section 00120.

EXPERIENCE INFORMATION

(To be completed by Offeror)

1. Contractor:

Address:

2. Contract /Task Order(TO) /Purchase Order (PO) Number:

3. Contract/TO/PO Dollar Value:

4. Contract/TO/PO Status:

☐ **Active** ☐ **Complete**

Percent (%) complete and scheduled completion date (if active):

Completion Date (if 100% complete):

5. Project Title:

☐ **Prime** ☐ **Subcontractor**

Location (City and Province):

6. Project Description:

Features of work that the Offeror has completed to include the total dollar value for the completed work:

PAST PERFORMANCE
(To be completed by Offeror)

1. Contract /Task Order(TO) /Purchase Order (PO) Number:

2. Contractor Data Universal Numbering System (DUNS) #:

3. Contract/TO/PO Dollar Value:

4. Project Title:

Location (City and Province):

Percent complete:

Date completed:

Was Project Completed on time (within schedule) and within cost?

5. If you answered No above, provide a brief synopsis on corrective actions that were taken:

6. List of Current/On-going Projects, Dollar Value, Contract number, percentage (%) complete:

7. Points of Contact (POC)/References (minimum of 2 required and shall be the Owner or Customer of the project. Example – USACE, USAID):

Name:

Name:

Phone #:

Phone #:

e-mail:

e-mail:

Afghan Capacity Development Form (To be completed by Offeror)		
<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
Position	Minimum percentage of workforce to be Afghan (this column to be completed by Offeror)	Target Quota (column 2 must be greater than or equal to the figures below)
Skilled Technical Workers		50%
Highly Skilled Technical Workers		25%
<p>By my signature below, I certify that I have read Section 001065 “Afghan Capacity Development” and that the company will comply with the hiring requirements for skilled Afghan technical workers (i.e., minimum of 50%) and highly skilled Afghan technical workers (i.e., minimum of 25%). I acknowledge that failure to fully comply with the Afghan First hiring requirements may result in the contract being Terminated for Default.</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p>		

این مدارک تهیه شده است تنها برایی معلومات. نسخه انگلیسی نسخه رسمی است. اگر کدام اختلاف بین دو نسخه فارسی و انگلیسی وجود دارد، نسخه انگلیسی برتری دارد.

بخش 00110

دستورات، شرایط و یادداشت ها برایی داوطلبان
پایینترین قیمت، قابل قبول از لحاظ تکنیکی (LPTA)

1. تعریف

این درخواست برایی حصول (بدست آوردن) یک قرارداد با قیمت ثابت است: ذکر نمایید توضیحات کلی پروژه شامل موقعیت (شهر و ولایت)

این کار شامل میشود اما محدود نمیشود به مدیریت، پلان کردن، مواد دیزاین، کارگر و وسایط برایی مطابقت پروژه با ساحه و ساختن تمام امکانات از قبیل راه ورودی برایی وسایط، ساختمان ها، سنجش نیروهای محافظتی، امنیت ساحه، فعالیت های ماین پاک، و امکانات دیگر چنانچه مرجع داده شده است در اینجا.

موقعیکه کلمه ای پیشنهاد دهنده 'Offeror' ذکر میشود در این بخش 00110، هدف از آن شرکتی میباشد که تلاش می نماید برایی بدست آوری انجام یک قرارداد با قول اردویی انجینری ایالات متحده که تقدیم مینماید یک پیشنهاد (پروپوسل) را در جواب این درخواست.

یک پیشنهاد (پروپوسل) مدارکی است که تهیه میشود توسط پیشنهاد دهنده و تقدیم میشود به قول اردویی انجینری ایالات متحده در جواب این درخواست، بمنظور ارزیابی این پیشنهاد توسط قول اردویی انجینری ایالات متحده.

موقعیکه کلمه دولت 'Government' ذکر میشود در این بخش 00110 به مفهوم قول اردویی انجینری امریکا بخش شمال (U.S. Army Corps of Engineers Afghanistan District-North (AED-N)) میباشد.

پیشنهاها (پروپوسل ها) برایی این درخواست (Solicitation) قبول میشود تا تاریخ و وقت ذکر شده در فورم استاندارد 1442. پیشنهاد دهندگان برایی این درخواست باید بپرسند سوالات شان را مربوط به این درخواست تنها از طریق نوشتاری یا ایمیل کنند به: آدرس ایمیل: (پر کنید نام درست متخصص قرارداد CT specialist را)

اگر کدام سؤال/توضیحی دارید (در مورد کدام درخواست) شامل بسازید شماره درخواست، و عنوان پروژه را همراه با سوالات خود. سوالات نوشتاری باید دریافت شود بوسیله این دفتر 4 روز قبل از تاریخ تعیین شده برایی دریافت پیشنهادات. پرسشهایی تلفنی پاسخ داده نمیشود.

توضیحات یا دستورات شفاهی داده نمی شود (در مورد درخواست). هر نوع اطلاعاتی که داده میشود برایی قراردادی که تأثیر گذار است بر رویی این درخواست و یا پیشنهاد داده میشود به شکل ضمیمه ها (تصحیحات) نوشتاری برایی درخواست.

چنانچه این یک مذاکره اکتسابی رقابتی میباشد، بازگشایی و مرور درخواست های داوطلبی در حضور عامه (Public bid opening) وجود ندارد. هیچ نوع اطلاعات از قبیل تعداد پیشنهاد دهندگان (داوطلبان) یا نتایج رقابت تا زمان اهداء پروژه به کسی داده نمیشود.

2. هدایات برای تقدیم پروپوسل ها (پیشنهادهات)

پیشنهادهات باید داخل بسته ها / نامه هایی مهر شده باشند، نشانی شده و آدرس داده شده باشد از قرار ذیل:

بسته هایی نشانی شده:

شماره درخواست: W5J9JE-10-R-00XX (پر کنید شماره درست درخواست را)

تاریخ ختم دریافت پیشنهاد: ماه xxx 2010 (پر کنید تاریخ درست را)

زمان ختم دریافت پیشنهاد: 3 بعد از ظهر (زمان محلی کابل)

آدرس دهید بسته ها را به:

قول اردویی انجینری امریکا (USACE)

بخش انجینری افغانستان-شمال (AED-N)

قلعه هاوس، به آدرس: ذکر نمایید نام افسر قرارداد مسؤل را

کابل، افغانستان

(لصفاً برای اطلاعات ذکر شده بالا به نسخه انگلیسی مراجعه نمایید)

دستورات مخصوص مرتبط با پیشنهادهات منتقل شده دستی: پیشنهادهات منتقل شده دستی باید تحویل داده شوند به دفاتر قول اردویی انجینری امریکا ساحه انجینری افغانستان (USACE AED offices)، قلعه هاوس، کابل، افغانستان. پیشنهاد دهندگانی که تقاضایی تحویل دهی دستی پیشنهاداتشان را دارند باید تحویل دهند بسته هایی نشانی شده بطور کامل را به نگهبان دروازه ورودی قرارگاه قلعه هاوس نه دیرتر از زمان مشخص شده در بالا (رسیدهایی نوشتاری را باید بمحض تحویل (پیشنهاد) دریافت نمایند از نگهبان دروازه ورودی قلعه هاوس).

3. کنفرانس قبل از پیشنهاد (PREPROPOSAL Conference) / بازدید از ساحه

(لصفاً برای اطلاعات ذکر زیر به نسخه انگلیسی مراجعه نمایید)

یک کنفرانس قبل از پیشنهاد برگزار شد در قلعه هاوس کابل. سلاید هایی کنفرانس و اطلاعات قرارداد شده است در وب سایت ای.ای. این (AEN) در (این آدرس) <http://www.aed.usace.army.mil/AEN-Index.asp>.

یک بازدید برنامه ریزی شده از ساحه برگزار نمیشود. رقابت کنندگان ممکن است ساحه را بازدید نمایند با مسؤلیت (ریسک) و بر حسب برنامه زمانی خودشان.

یادداشت هایی مهم. (1) تذکرات و توضیحات آدرس داده شده در طول کنفرانس نباید تنظیم یا جایگزین نمایند بندها و شرایط درخواست را. (2) بندها و شرایط درخواست بدون تغییر میمانند تا زمانی که درخواست رسماً تصحیح شود بصورت نوشتاری توسط افسر قرارداد.

4. پیشنهادهات الکترونیکی

پیشنهادهات فاکس شده یا ایمل شده و همچنان ایجاد تعدیلات (تغییرات) یا صرف نظر کردن از پیشنهاد و یا شرایط آن (حذفیات) قبول نمیشود پس از تاریخ تعیین شده برای دریافت پیشنهاد و یا از طریق فاکس یا ایمل. هرچند که پیشنهادهات ممکن است که باز پس گرفته شوند بوسیله فرستادن یک نامه و یا ایمل برای ایجاد تغییرات مورد نظر تان و یا صرف نظر از داوطلبی. پیشنهاد فرستاده شده به این دفتر باید دریافت شود توسط دفتر تعیین شده در آر.اف.پی (RFP) (درخواست برای پیشنهاد) برای دریافت پیشنهادهات نه دیرتر از زمان و تاریخ دقیق تعیین شده برای دریافت پیشنهادهات.

5. پیشنهادهات (پروپوسل ها) باید تقدیم شود با فرمت (ویرایش) زیر:

بسته پیشنهاد (پروپوسل) پیشنهاد پرینت شده (کپی اصلی) کپی ها (Copies)

فاکتور 1 – تجربه 1 3

فاکتور 2 – پرسونل کلیدی

فاکتور 3 – امنیت

فاکتور 4- اجرائات گذشته

فاکتور 5 – انکشاف ظرفیت برای افغان ها

جلد اول ممکن است که شامل مواد زیر باشد:

* تعهد نامه ها برای قراردادیهایی فرعی (اگر قابل تطبیق بود)
* موافقتنامه شراکت (جوینت وینچر) (اگر قابل تطبیق بود)

پیشنهاد پرینت شده (کپی اصلی) 1 کپی ها (Copies) 0

جلد 2- پیشنهاد قیمت و مدارک تحویلی (اداری / اجرایی)

فاکتور 6- پیشنهاد قیمت

جلد دوم ممکن است همچنان شامل موارد زیر باشد:

پیشنهاد امضاء شده، فورم استاندارد 1442
(جداول) لیست قیمت ها برای هر جزء/بخش کار
معلومات و معرفی در مورد شرکت و مالکین آن و سرتیفیکت ها (تصدیق ها)، بخش 00600
تمام تصحیحات (موارد اضافی و یا موارد حذفی) (Amendment)، امضاء شده و تاریخ زده شده باشد
ایمیل آدرس و شماره تلفون پیشنهاد دهندگان (داوطلبان)
نام، آدرس، دنس (DUNS)، کج و شماره شناسایی مالیات (TAX Identification Number) قراردادی

عدم موفقیت در تقدیم این مدارک ممکن است رد پیشنهاد (پروپوسل) را به دنبال داشته باشد. قول اردویی انجینری ایالات متحده هیچ فرضی را مبنی بر قصد، توانایی یا تجربه (قراردادی) انجام نمیدهد. ارائه مشخصات دقیق و جزئیات پیشنهاد (پروپوسل) باید تنها مسئولیت پیشنهاد دهندگان (Offeror) باشد. قول اردویی انجینری ایالات متحده رد میکند پیشنهادات (پروپوسل) هایی نامکمل را بعد از بررسی هایی اولیه بدون توجه به فاکتور هایی بعدی. بنابراین پیشنهاد باید نیازمندیهای اولیه زیر تعریف شده در پاراگراف 6 را مراعات نماید:

6. نیازمندیها و راهنمایی ها برای تقدیم پیشنهاد (پروپوسل)

a. ضرورت است به تقدیم پیشنهادات قیمت و تکنیکی بطور جداگانه. مخلوط ننمایید محتویات جلد اول (پیشنهاد تکنیکی) و جلد دوم (پیشنهاد قیمت) در داخل یک صحاف.

(1) پیشنهاد باید تایپ و تقدیم شده باشد به انگلیسی، برای خواندن (قابل فهم) و آسان باشد.

(2) هر پیشنهاد دهنده باید تقدیم نماید یک پیشنهاد قیمت و یک پیشنهاد تکنیکی را. پیشنهاد قیمت و پیشنهاد تکنیکی باید تقدیم شود در جلد هایی جداگانه. هر دو پیشنهاد قیمت و پیشنهاد تکنیکی باید دربر داشته باشد شماره صفحات را.

(بیرون) رویی هر جلد جداگانه باید نشانی (مارک) شده باشد تا تشریح نماید محتویات آن؛ و مشخصات شناسایی پیشنهاد دهندگان را ارائه نماید. به اضافه، مشخص نمایید بطور واضح که کپی (پرینت) اصلی پیشنهاد قیمت و پیشنهاد تکنیکی (کدام است) بر رویی جلد بیرونی.

(3) هر دو پیشنهاد قیمت و پیشنهاد تکنیکی باید دریافت شوند در آخرین تاریخ و زمان مهلت تعیین شده برای دریافت پیشنهاد.

(4) قیمت ها برحسب برنامه زمانی، جلد دوم، باید کلاً تکمیل شده باشند.

(5) شامل نسازید کدام مقدار دالری را از پیشنهاد قیمت در پیشنهاد تکنیکی.

(6) تمام معلوماتی که ارزیابی میشود بعنوان یک بخش از پیشنهاد تکنیکی باید تقدیم شوند بعنوان یک بخش از پیشنهاد تکنیکی. مرجع و یا دوبار عنوان نکند موضوعات مشابه را در پیشنهاد قیمت و (همچنان در پیشنهاد تکنیکی) و یا برعکس آن. همچنان شامل نسازید لینک ها به وب سایت ها را در پیشنهادتان.

(7) شامل نسازید استثنائات را به بند ها و شرایط درخواست نه در پیشنهاد تکنیکی و نه در پیشنهاد قیمت. ممکن است پیشنهاد در برداشته باشد کدام بند و یا شرایط استاندارد شرکت (پیشنهاد دهنده را) که مغایر (یا متضاد) با شرایط و بند هایی درخواست باشد، در اینصورت پیشنهاد ممکن است مشخص شود غیر قابل قبول و یا فاقد شرایط لازم برای اهداء. هر سؤال مربوط به بند ها و شرایط مشخصی که شامل درخواست است باید حل شود قبل از تقدیم پیشنهاد. علی رغم مواد ذکر شده در بالا، پیشنهاد دهندگان باید بطور واضح شرح دهند کدام مغایرت (تضاد) موجود در پیشنهاد را (همراه) با بند هایی قراردادی، تکنیکی و یا شرایط درخواست را بر رویی ورق جلد پیشنهاد (پروپوسل) قیمت که همراه با پیشنهاد قیمت تقدیم میشود.

(8) شکست در تقدیم و یا عدم تکمیل مدارک مورد نیاز بصورت درست رد پیشنهاد را بدون ارزیابی فاکتور هایی بعدی بدنبال دارد. بنابراین، پیشنهاد دهندگان توصیه میشوند که راهنمایی ها را پیروی کنند و صحبت کنند همراه با افسر قرارداد اگر کدام قسمتی از درخواست را متوجه نشدند.

b. مباحثات. قول اردویی انجینری ایالات متحده تصمیم دارد تا ارزیابی نماید پیشنهادات را و اهداء نماید یک قرارداد را بدون بحث کردن با پیشنهاد دهندگان. بنابر این، پیشنهاد اولیه باید در برداشته باشد بهترین شرایط پیشنهاد دهندگان را از نقطه نظر (زاویه دید) مخارج، قیمت و موارد تکنیکی. قول اردویی انجینری حق انجام بحث با قراردادی را حفظ میکند اگر بعداً افسر قرارداد انجام مباحثات را ضروری تشخیص داد. اگر افسر قرارداد مشخص ساخت اینکه تعداد پیشنهادات دریافت شده زیادتیر از تعداد مؤثر برای برگزاری یک رقابت کارآمد میباشد، افسر قرارداد ممکن است که محدود سازد تعداد پیشنهادات را در حد (رنج) رقابت و در حد بیشترین تعدادی که مجاز میسازد یک انتخاب مؤثر را از بین پیشنهادات با بالاترین امتیازات.

c. هدایات کلی.

(1) تقدیم کنید تنها مدارک را به شکل اوراق پرینت شده (هارد کپی) با اندازه و نوعی که مشخص میشود در جایی دیگری از این بخش. تقدیم ننمایید اطلاعات زیادتری را تا شامل نمایید مواد صوتی- تصویری، رسانه هایی الکترونیکی و غیره را.

(2) تنها استفاده نمایید 8 1/2 در 11 انچ و یا کاغذ A4 را برای اندازه کاغذ مدارک تحویلی پرینت شده. استفاده ننمایید اوراق تا شده (از قبیل ورقه هایی 11" x 14 یا 11" x 17) تا زمانی که در این بخش بطور مشخص استفاده آن مجاز شده

باشد برای مدارک تحویلی مشخص. استفاده ننمایید از قلم (فونت) کوچکتر از 10, و یا یک قلم با استایل غیر معمول مثل اسکریپت (Script), و یا پرینت فشرده برای کدام نوع مدارک تحویلی. حاشیه تمام صفحات باید حداقل دارای 1 اینچ عرض باشد, اما ممکن است که شامل عنوان و پایان باشد. تمام صفحات باید شماره زده شده باشند.

(3) روش ترجیحی برای نشان دادن پیشنهادتان استفاده از صحاف سه حلقه ای (Three-ring binders), هر چند که استفاده از تخته فشاری (Pressboard) یا پوش هایی گزارش همراه با فشار و انواع دیگر بست ها قابل قبول میباشد. استفاده ننمایید گیره هایی فنری (Spring clamps) یا فراتر نشوید از ظرفیت توصیه شده چفت ها و یا گیره ها. استفاده ننمایید از پوشه هایی پلاستیکی دارای چندین سوراخ (Plastic multi-hole) / سیستم صحافی مارپیچی. سیستم صحافی حرارتی (Heat binding system), یا سیستم هایی که میسر نمی سازد جوف گذاری (الحاق نمودن) آماده ورق هایی اضافی را. شامل نسازید اوراق نازک را.

(4) "محرمانه" پروژه ها نمی توانند تقدیم شوند برای نشان دادن توانایی تا زمانی که تمام معلوماتی که مورد نیاز است برای ارزیابی چنانکه مشخص شده است اینجا بتوانند تهیه شوند برای قول اردویی انجینری امریکا بعنوان یک بخش از پیشنهاد تکنیکی. پیشنهاد دهندگانی که اطلاعاتی را شامل پیشنهاد شان نموده اند که نمیخواهند آشکار (فاش) شود برای مردم عامه به هر منظوری, یا استفاده شود بوسیله قول اردویی انجینری ایالات متحده بغیر از استفاده بمنظور ارزیابی, باید مشخص نشانی (مارک) کرده باشند مطابق هدایات در FAR 52.215-1 "هدایات برای پیشنهاد دهندگان-اکتساب رقابتی", پاراگراف (ای), "Instructions to Offerors—Competitive Acquisition", paragraph (e), محدودیت ها برای آشکار سازی و استفاده داده ها" "Restriction on disclosure and use of data".

(5) در صورتی که یک پیشنهاد دهنده قسمتی از یک تجارت بزرگ و دارای چندین بخش مربوط به هم میباشد, اطلاعات تهیه شده مستقیماً مربوط به بخش مشخص تجارت مورد نظر ما (ساختمان) باید باشد (با ذکر معلوماتی همچون بخش, گروپ, واحد و غیره) که اجراء مینمایند کار را تحت قرارداد مربوط به آینده.

(6) برای (پیشنهادهات) تابع محدودیات صفحات, صفحه ها شماره میشوند از قرار ذیل: یک طرف کاغذ یک صفحه است, معلومات بر روی دو طرف پشت و جلو یک ورق کاغذ محسوب میشوند دو صفحه. در جا هایی مجاز, ورق هایی تاشو ("11" x 14" or 11" x 17") شماره میشوند یک صفحه. اوراق تهیه شده فقط بمنظور سازماندهی (منظم ساختن) مثل جداول محتویات (Table of contents) یا صفحات برای جداسازی/فهرست عناوین (Divider tabs) شامل محدودیات صفحات نمیشود.

7. شراکت (JOINT VENTURES)

یک شرکت که قسمتی از یک شراکت (جوینت وینچر) میباشد باید یک توافقنامه شراکت غیر قابل فسخ قانونی را تحویل دهد. قول اردویی انجینری ایالات متحده ارزیابی نمی نماید توانایی کدام قراردادی را که شامل توافقنامه شراکت نیست. شرکا باید شامل بسازند یک نقل (کپی) از توافقنامه قانونی شراکت را امضاء شده توسط یک عضو (افسر) صاحب صلاحیت از هر یک از شرکت ها و دربرداشته باشد معرفی این شراکت را توسط هر یک از رئیسان (مدیران) اجرایی هر نهاد و باید ترجمه شده باشد به انگلیسی. اگر توافقنامه اصلی به زبان دیگری به جز از انگلیسی میباشد. یک مدرک قیر قابل فسخ و قانونی همراه با تمام معلومات مورد نیاز تحت این بخش با عنوان شراکت (جوینت وینچر) باید شامل باشد.

اگر تقدیم مینمایید یک پیشنهاد را تحت عنوان یک شراکت (Joint Venture) دست آورد هایی هر کدام از شرکا در تجربه, اجرائات گذشته, و مدیریت میتواند تقدیم شود بعنوان دست آورد برای شراکت موجود. تجربه هر کدام از سهامداران شراکت مورد توجه قرار میگیرد بعنوان تجربه شراکت موجود. شرکا (جوینت وینچر) باید تقدیم نمایند مدارک اضافی زیر را در رابطه با نهادهایی تجاری شان:

a. یک بیانیه با جزئیات برای بیان طرح کلی موارد زیر را در رابطه با فیصدی (سهم), در جایی که مناسب است.

(1) روابط طرفین شراکت در مورد شرایط مالکیت تجارت, همکاری عالی (اساسی), و توزیع مفاد و تقسیم ضرر ها.

- (2) دست آورد هایی مدیریتی این شراکت در موارد اینکه کی هدایت، راهنمایی، بازبینی و کنترل مینماید پروژه را و حفاظت و کنترل دارایی هایی شراکت و انجام وظایف لازم برای تکمیل کار را بر عهده دارد.
- (3) ساختار شراکت، مسؤلیت ها و مراتب تصمیم گیری طرفین شراکت در مورد اینکه کی کنترل میکند طرز و روشهای اجراء کار.
- (4) معرفی پرسونل کلیدی که دارایی صلاحیت قانونی الحاق نمودن شراکت (امضاء قرارداد) با قراردادهایی فرعی با بیان اینکه چی کسی تهیه مینماید و یا قرارداد میکند مواد و کارگران را برای شراکت.
- (5) معرفی طرفی که حفظ مینماید حساب بانکی شراکت را برای پرداخت تمام هزینه ها و ذخیره تمام دریافتی ها، نگهداری مینماید کتاب ها و ثبت مینماید اسناد را و پرداخت مالیات (تاکس) هایی قابل اجراء را برای شراکت بر عهده دارد.
- (6) معرفی طرفی که تهیه مینماید امکانات را، مثل مواد لازم دفتر را و سرویس تلفون.
- (7) معرفی طرفی که کنترل کلی شراکت را بر عهده دارد.

دیگر بخش هایی پیشنهاد باید معرفی نماید، در جایی که مناسب بود، اینکه آیا پرسونل کلیدی کارکنان طرفین انفرادی شراکت هستند یا که خیر. همچنان پیشنهاد سپس باید مشخص نماید اینکه برای کدام طرف شراکت کارکنان کار مینمایند. اگر پرسونل کلیدی کارمند شراکت (جوینت وینچر) باشد، پیشنهاد باید تأکید نماید بر اینکه این وضعیت کارمند میباشد.

اگر یکی از طرفین شراکت مالک تجربه مشابه / یا اجرائات گذشته به تنهایی باشد تجربه و / یا اجرائات گذشته آن شرکت مورد توجه قرار میگیرد بعنوان تجربه و / یا اجرائات گذشته شراکت.

***** تمام اعضای شراکت (جوینت وینچر) باید امضاء نمایند SF 1442 و توافقنامه شراکت (جوینت وینچر) را و باید شامل بسازند آنها را بعنوان بخشی از پیشنهاد تکنیکی.**

قراردادهایی فرعی

اگر یک پیشنهاد دهنده میخواهد که صاحب امتیاز شود بخاطر یک قراردادی فرعی یا (شرکت) تهیه کننده مواد (برای مثال شرکتی که قراردادی اصلی یا جزئی از یک شراکت (جوینت وینچر) نمی باشد)، یک تعهد نامه امضاء شده بوسیله قراردادی فرعی و قراردادی اصلی را باید تقدیم نماید. تعهد نامه باید تقدیم شود هر چند که شرکت (فرعی، تهیه کننده مواد) به نوعی مرتبط میباشد به طرف شراکت (برای مثال، قراردادی فرعی تابع یکی از طرفین شراکت میباشد. یا تابع یک شرکتی میباشد که که یکی از طرفین شراکت (جوینت وینچر) نیز تابع آن شرکت میباشد). اگر پیشنهاد دهندگان تقدیم میکنند پروژه هایی را که نشان میدهد تجربه کاری را توسط یک قراردادی فرعی، جزء تابع، یا تهیه کننده (مواد)، برخلاف (یا متفاوت با قوانین موجود برای) قراردادی اصلی یا یکی از طرفین شراکت (جوینت وینچر)، پیشنهاد دهندگان باید تقدیم نمایند یک تعهد نامه امضاء شده توسط قراردادی که کار را انجام و کامل نموده است. اگر یک تعهد نامه تقدیم نشود، تجربه کاری مورد توجه قرار نمیگیرد.

*****تعهد نامه باید شامل پیشنهاد تکنیکی باشد**

8. دستورات مخصوص برای جلد 1 - پیشنهاد تکنیکی

(1) تعداد مجموعی پیشنهاد تکنیکی، تقدیم کنید یک کپی اصلی (پرینت شده) و سه کپی اضافی پیشنهاد تکنیکی را، هر مجموعه در یک صحاف جداگانه باشد.

(2) ویرایش و محتویات پیشنهاد تکنیکی و فهرست عناوین (صفحات فهرست) (Tabs). (پرینت) اصلی و تمام کپی هایی

پیشنهاد تکنیکی نام گذاری میشود بطور مناسب و همانند یکدیگر. هر مجموعه باید منظم شده باشد با استفاده از فهرست عناوین که مشخص شده در جدول زیر. یادداشت:فهرست عناوین اصلی مستقیماً مرتبط است با فاکتور هایی تعریف شده در بخش 00120.

محدودیت صفحات	محتویات پیشنهاد تکنیکی	TAB
5	تجربه	فاکتور 1 فهرست عنوان 1
2 صفحه برای هر خلاصه تجربیات	پرسونل کلیدی	فاکتور 2 فهرست عنوان 2
10	امنیت	فاکتور 3 فهرست عنوان 3
5	اجرائات گذشته	فاکتور 4 فهرست عنوان 4
2	افزایش ظرفیت افغانها	فاکتور 5 فهرست عنوان 5

(3) محدودیت صفحات. محدودیات صفحات زیر گذاشته شده است برای هر فاکتور شرح داده شده در بالا:

فاکتور # 1, تجربه – محدود به 5 صفحه (حد اکثر 5 فورم)

تقدیم تعهد نامه ها همراه قراردادی فرعی (اگر قابل تطبیق بود). این ها شمارش نمیشود خلاف محدودیت صفحات شما.

تقدیم توافقنامه هایی شراکت (جوینت وینچر) (اگر قابل تطبیق بود). این ها شمارش نمیشود بر خلاف محدودیات صفحات شما

فاکتور #2, پرسونل کلیدی – محدود به دو (2) صفحه برای هر خلاصه تجربه کاری

فاکتور #3, امنیت – محدود به حداکثر 10 صفحه

تقدیم تعهد نامه (اگر قابل تطبیق بود) از یک شرکت قراردادی امنیتی خصوصی دارای لیسانس. این تعهدنامه شمارش نمیشود بر خلاف محدودیت صفحات شما.

فاکتور #4, اجرائات گذشته _ محدود به 5 صفحه (حداکثر 5 فورم)

تقديم توصيه نامه ها، تقدير نامه ها، ارزيابي ها و/يا اهداء نامه ها (اوراق قرارداد)، اين هاشمارش نميشود برخلاف محدوديت صفحات شما.

فاكتور #5، افزايش ظرفيت افغانها - محدود به 2 صفحه (يك صفحه براي خلاصه تجربيات و يك صفحه براي فورم افزايش ظرفيت افغانها)

صفحات تقديم شده كه زيادتر شود از محدوديات براي صفحات چنانكه ليست شده است در بالا ارزيابي نمي شود. جداول محتويات، ورق هايي جلد پيشنهاده (پوش)، فهرست عناوين بين اطلاعات پيشنهاده شمارش نميشود برخلاف كدام محدوديات صفحه براي پيشنهاده.

9. راهنمايي هايي مخصوص براي جلد دوم (2) - پيشنهاده (پروپوسل) قيمت

(1) تعداد مجموعي پيشنهاده قيمت. تقديم نماييد يك كوبي اصلي (پرينت شده) پيشنهاده قيمت را در يك صاحف.

(2) محدوديت اندازه (سايز) و محدوديت صفحه. تنها استفاده نماييد كاغذ هايي A4 يا "8 1/2" x "11" را. هيچ محدوديتي براي صفحات در پيشنهاده قيمت وجود ندارد. هرچند كه، بهتر است جوابهايي خود را به اطلاعات خواسته شده توسط اين درخواست محدود كنيد. اطلاعات اضافه مورد توجه قرار نميگيرند در ارزيابي توسط قول اردويي انجينيرو امريكا.

(3) ويرايش و محتويات پيشنهاده قيمت و ليست/فهرست عناوين (Tabs). پيشنهاده قيمت بايد بطور مناسب نامگذاري و منظم شده باشد چنانچه در جدول زير آمده است.

فهرست عناوين Tab	محتويات پيشنهاده قيمت
فهرست عنوان 1	جلد بيروني پيشنهاده (پوش)، شامل ايميل آدرس پيشنهاده دهندگان، شماره مبايل، نام، آدرس، دنس (DUNS)، كج (CAGE) و شماره شناسايي ماليات (Tax Identification Number) پيشنهاده دهندگان
فهرست عنوان 2	SF 1442 و تصديق تمام تصحيحات (Amendments) (امضاء شده و تاريخ زده شده)
فهرست عنوان 3	بخش 00010، جدول/ليست قيمت ها براي هر جزء/بخش
فهرست عنوان 4	خلاصه معلومات در مورد شركت و مالكين آن، گواهي نامه ها (سرتيفيكت)، و ديگر بيانيه هايي پيشنهاده دهنده گان

(4) راهنمايي ها با جزئيات براي تحويلدهي پيشنهاده قيمت

فهرست عنوان 1 (TAB 1): جلد بيروني پيشنهاده (پروپوسل) نياز است بوسيله (v)-(i) (c) (2) FAR 52.215-1) و بايد تقديم شود توسط تمام پيشنهاده دهندگان. اين بند عنوان شده است "راهنمايي ها براي پيشنهاده دهندگان—اكتساب رقابتي"، و ويرايش براي جلد بيروني (پوش) تهيه شده در جايي ديگر اين بخش.

فهرست عنوان 2 (TAB 2): The SF 1442، درخواست، پيشنهاده، و يك اهداء نامه بايد كامل شود بوسيله تمام پيشنهاده

دهندگان بر حسب وظیفه و بموقع خود اجراء شود توسط امضایی اصلی یک فرد رسماً صلاحیتدار که مقید و پایبند به شرکت باشد بر حسب (FAR 4.102). هر کدام و تمام تصحیحات (مواد حذفی/اضافی) برای درخواست (Amendment)، باید تصدیق شود توسط پیشنهاد دهندگان بر حسب راهنمایی هایی فورم استاندارد 30.

فهرست عنوان 3 (TAB 3): بخش 00010 برای کامل شدن کلی آن توسط تمام پیشنهاد دهندگان است. ببینید بخش 00010 همراه با یادداشت هایی ضمیمه شده، برای دستورات بعدی.

فهرست عنوان 4 (TAB 4): تمام پیشنهاد دهندگان باید کامل کرده باشند از طریق الکترونیکی معلومات سالانه در مورد شرکت و مالکین آن و همچنان سرتفیکت ها را (Annual representation and certifications) بر روی وب سایت برای راجستر کردن معلومات/تغییرات شرکت و سرتفیکت ها (ORCA)

“Online Representation and Certifications Application” و یا پاسخ دهند به (فورم هایی) کامل شده معلومات در مورد شرکت/سرتفیکت موجود در درخواست. پیشنهاد دهندگان مسؤول اطمینان از به روز بودن (اپدیت) معلومات در مورد شرکت و سرتفیکت ها چنانکه مورد نیاز است برای منعکس ساختن تغییرات بوجود آمده حداقل سالانه یکبار تا مطمئن شوند از جاری بودن، دقیق بودن و کامل بودنشان هستند. اگر (معلومات در مورد شرکت در وب سایت) او.آر.سی. (ORCA) کامل نیست، پیشنهاد دهندگان باید کامل نمایند و بازگردانند " معلومات در مورد شرکت، سرتفیکت ها و دیگر بیانییه هایی پیشنهاد دهندگان) را

“Representations, Certifications, and Other Statements of Offerors”

که شامل درخواست شده اند. اگر پیشنهاد دهندگان یک شراکت (جوینت وینچر) هستند باید تمام شرکا بطور جداگانه کامل نمایند معلومات در مورد شرکت و سرتفیکت ها را در او.آر.سی. (ORCA).

(10) ویرایش (فورمت) پیشنهاد— جلد اول

فهرست عنوان 1 (TAB 1): فاکتور 1 – تجربه کاری

پیشنهاد باید پیشتر از پنج (5) پروژه را در بر نداشته باشد با استفاده از فورم ضمیمه شده معلوماتی تجربه کاری در آخر بخش 00110 که نشان میدهد تجربه کاری اجراء شده که مورد نیاز است برای این درخواست. "تجربه کاری یکسان یا مشابه" چنانکه مرجع داده شده است در پایین تعریف شده است بعنوان تجربه کاری بر روی پروژه ای که یکسان یا مشابه میباشد در اندازه، مقدار و نوع کار، دشواری (پیچیدگی) و مقدار دالری با پروژه شرح داده شده در درخواست.

*****تجربه منعکس میسازد اینکه آیا پیشنهاد دهندگان انجام داده اند کارهایی مشابه را قبلاً یا که خیر.**

شرح بدهید بوضوح تجربه کاری پیشنهاد دهندگان و/یا تیم مورد نظر را شامل قرار دایهایی فرعی و شرکا.

پیشنهاد دهندگان نباید پیشتر از پنج (5) پروژه را در جواب به این فاکتور ذکر نمایند، فورم معلوماتی تجربه کاری ضمیمه شده است در آخر بخش 00110. تمام خانه خالی ها باید پر شده باشند و تمام اطلاعات باید دقیق، جاری و کامل باشد.

حداقل دو (2) عدد از پروژه هایی تقدیم شده باید یکسان و یا مشابه با پروژه ای شرح داده شده در درخواست باشد.

تمام پروژه هایی تقدیم شد باید حداقل 50% کامل شده باشد.

حداقل یکی (1) از پروژه هایی تقدیم شده باید به ارزش بالاتر از \$ 500,000.00 باشد و تکمیل شده باشد در 3 سال اخیر. این پروژه باید یکسان و یا مشابه به پروژه ای شرح داده شده در درخواست باشد.

بعلاوه، پیشنهاد دهندگان باید تقدیم نمایند:

حداقل یک (1) پروژه را که کامل شده باشد مؤقانه در ولایتی که پروژه موجود در درخواست در آن موقعیت دارد در بین سه (3) سال اخیر. این پروژه باید 100 % کامل شده باشد. این پروژه نیازی نیست که یکسان و یا مشابه پروژه ای شرح شده در درخواست باشد.

فهرست عنوان 2 (TAB 2): فاکتور 2 – پرسونل کلیدی:

پیشنهاد دهندگان باید تهیه نمایند یک خلاصه تجربیات کاری برای پرسونل کلیدی زیر را:

فهرست عنوان 2 (TAB 2): فاکتور 2 – پرسونل کلیدی:

پیشنهاد دهندگان باید تهیه نمایند یک خلاصه تجربیات کاری برای پرسونل کلیدی زیر را:

مدیر پروژه برای دیزاین

مدیر پروژه برای ساختمان

انجینر ارشد برق

انجینر ارشد مکانیک

انجینر ارشد ساختمان

سرکارگر ساختمان بر رویی ساحه

افسر ایمنی

مدیر کنترل کیفیت

برنامه ریز زمانی پروژه (خلاصه تجربیات کاری باید بیان نماید تجربه کار با نرم افزار برنامه ریز زمانی را)
برای مثال پرایم اویرا، مایکروسافت پروجکت)

تمام خلاصه هایی تجربه کاری باید شامل اطلاعات زیر باشد و نباید اضافه تر از دو (2) صفحه برای هر خلاصه تجربیات کاری شود:

نام و عنوان

پروژه ای که بر روی آن کار نموده است

اسم شرکتی که فرد به آن وابسته بوده است

سالهایی تجربه کاری با این شرکت (در رشته تخصصی / تحصیلی تان) و شرکت هایی دیگر (در رشته تخصصی / تحصیلی تان)

درجه تحصیل، سال، و انستیتوت (محل فراغت)

راجستر کردن فعال بطور حرفه ای، سال اول که راجستر کرده اید، اگر قابل تطبیق بود

تجربه هایی دیگر و صلاحیت هایی کاری مرتبط به کاری یکسان/مشابه کار مورد نیاز تحت این قرارداد.

لیست پروژه هایی که کارکنان شما بطور انفرادی در آن کار نموده اند شامل نام و موقعیت پروژه.

پرسونل کلیدی زیر باید دیپلوم داشته باشند به ترتیب مورد نیاز:

مدیر پروژه برای دیزاین – دیپلوم آرشیتریکت یا انجینری

مدیر پروژه برای ساختمان – دیپلوم آرشیتریکت یا انجینری

انجینر ارشد برق – دیپلوم انجینری برق
انجینر ارشد مکانیک – دیپلوم انجینری مکانیک
انجینر ارشد ساختمان – دیپلوم انجینری ساختمان

تمام پرسونل کلیدی باید حداقل سه سال تجربه کاری تخصصی در رشته شان را داشته باشند. برای مثال انجینر ارشد ساختمان باید دیپلوم داشته باشد در انجینری ساختمان و حداقل سه سال تجربه کاری تخصصی انجینری ساختمان را داشته باشد.

فهرست عنوان 3(TAB 3): فاکتور 3 – پلان امنیتی

پیشنهاد دهندگان باید تقدیم نمایند یک "طرح خلاصه" پلان امنیتی را مخصوص به ساحه جغرافیایی موقعیت پروژه. پلان امنیتی طرح شده باید شرح دهد اینکه چطور پیشنهاد دهندگان برآورده میکنند نیازمندیهای مشخص در بخش مشخصات تکنیکی 01040, "امنیت" (Technical Specification Section 01040, "Security") پلان طرح شده امنیتی باید حداقل آدرس دهد موارد زیر را:

- # نگهبانان مسلح صاحب لیسانس – بخش 01040 پاراگراف 6.0
- # کنترل دستیابی/ورود برای محدود ساختن ورود (افراد و وسایل) – بخش 01040 پاراگراف 4.0
- # امنیت برای پروژه هایی سرک، نقل و انتقالات و کاروان ها – بخش 01040 پاراگراف 4.2
- # انتقال/جابجایی وسایل و مواد تأمیناتی پروژه – بخش 01040 پاراگراف 4.2.1
- # برآورد/تخمین تهدیدات – بخش 01040 پاراگراف 5.2
- # هماهنگی با پولیس محلی – بخش 01040 پاراگراف 5.5

بعلاوه، پیشنهاد دهندگان باید تقدیم نمایند یک:

(1) تعهد نامه از یک قراردادی امنیتی خصوصی دارای لیسانس (PSC)

پا

(2) یک بیانییه که تأکید مینماید که آنها خودشان کارها/مسایل امنیتی را بدوش میگیرند.

فهرست عنوان 4 (TAB 4): فاکتور 4, اجرائات کاری گذشته

پیشنهاد باید پیشتر از پنج پروژه را در بر نداشته باشد با استفاده از فورم اجرائات گذشته در آخر بخش 00100, که نشان میدهد اجرائات گذشته پیشنهاد دهندگان را مرتبط با پروژه موجود در درخواست. اجرائات گذشته مرتبط تعریف شده است بعنوان اجرائات گذشته بر روی پروژه هایی که یکسان یا مشابه پروژه شرح داده شده در درخواست باشند در اندازه، مقدار و نوع کار، دشواری/پیچیدگی و مقدار دالری.

***** اجرائات گذشته شرح میدهد اینکه پیشنهاد دهندگان با چی کیفیت کار را به انجام رسانده اند.**

شرح بدهید بوضوح تجربه کاری پیشنهاد دهندگان و/یا تیم مورد نظر را شامل قراردادهایی فرعی و شرکا.

پیشنهاد دهندگان باید کامل و تقدیم کنند نه پیشتر از پنج (5) فورم (یک (1) فورم برای هر پروژه) ضمیمه شده در آخر بخش 00110 در جواب به این فاکتور. فورم هایی اجرائات گذشته تقدیم شده باید برای پروژه هایی که حداقل 50% تکمیل شده است در حدود سه (3) سال اخیر.

پیشنهاد دهندگان باید حداقل یک (1) فورم اجرائات گذشته برایی یک پروژه ای که مؤفقانه تکمیل شده باشد (برای مثال 100%) در ولایتی که پروژه موجود در درخواست در آن موقعیت دارد در بین سه سال اخیر. این پروژه نیازی نیست که یکسان یا مشابه پروژه ای شرح داده شده در درخواست باشد.

تهیه نمایید شماره خودتان را در سیستم نمبر گذاری جهانی اطلاعات (DUNS) را در بلاک / خانه دوم. یک دنس نمبر باید تهیه شود اگر قراردادی بدست آورده است یک نمبر را.

پیشنهاد دهندگان بسیار تشویق میشوند به اینکه تقدیم نمایند توصیه نامه ها، تحسین نامه ها و یا اهداء نامه ها برایی پروژه ها را که بوضوح نشان میدهد تجربه کاری ساختمانانی را، اگر در دسترس بود.

فهرست عنوان (TAB 5) : فاکتور 5 – انکشاف ظرفیت افغان ها:

پیشنهاد دهندگان باید تهیه نمایند یک (1) صفحه خلاصه تجربیات کاری برایی مدیر انکشاف ظرفیت افغان ها (ACDM).

خلاصه تجربیات کاری باید شامل اطلاعات زیر باشد و نباید که زیادتیر شود از یک (1) صفحه:

نام

تجربه ظرفیت سازی (شامل اما نه محدود به بهتر سازی مهارتهایی کارگران افغان شامل آموزش (ترینینگ) هایی در حین انجام کار، کار کردن یا همکاری/هماهنگی با مکاتیب حرفه ای/ تکنیکی کسب (کار)، تجربه با استخدام و اجاره کارگران با مهارت افغان).

پیشنهاد دهندگان باید فورم انکشاف ظرفیت افغان ها را در آخر بخش 00110 که بیان مینماید حداقل فیصدی نیرویی کار افغان را در ستون دوم کامل و تقدیم نمایند.

خانه/بلاک محل امضاء بر رویی فورم انکشاف ظرفیت افغان ها باید تکمیل شده باشد توسط یک افسر اجرایی شرکت که صلاحیت قانونی دادن / انجام تعهدات را دارد.

پیشنهاد دهندگان باید ستون دوم بر رویی فورم انکشاف ظرفیت افغان ها را پر نمایند برایی نشان دادن فیصدی: (1) کارگران با مهارت و تکنیکی افغان را و (2) کارگران با مهارت بسیار زیاد و تکنیکی افغان که استخدام میشوند برایی این پروژه. این کارگران تکنیکی با مهارت و با مهارت بسیار زیاد تکنیکی افغان باید فارغ شده باشند از مکاتیب حرفه ای – تکنیکی یا فنی در افغانستان و ترجیحاً در ولایتی که پروژه در آن ساخته میشود.

کارگران با مهارت تکنیکی شامل اما نه محدود به: متصدی (گرداننده) تجهیزات، سنگ کار، سیم کار، قالب بند (کانکریت ریز)، تکنیسین لابراتوار، رنگمال و نجار ها.

کارگران با مهارت بسیار زیاد و تکنیکی شامل: برقی ها و نلدوان هایی که تکمیل کرده باشند دوره ها (کورس هایی) با گرفتن سرتیفیکیت.

فیصدی (%) کارگرانی را که شما بیان میکنید در ستون (2) باید مساوی یا بزرگتر باشد از فیصدی نشان داده شده در ستون (3).

یادداشت مهم

بعد از اهداء قرارداد، مدیر انکشاف ظرفیت برایی افغانها باید تقدیم نماید یک پلان انکشاف ظرفیت به افسر قرارداد و در آن شرح دهد اینکه چطور پیشنهاد دهندگان پیشرفت/ترقی میدهند تحصیلات را و انکشاف میدهند

مهارت هایی شهروندان افغان را. پلان انکشاف ظرفیت باید شرح دهد اینکه چطور پیشنهاد دهندگان برآورده میکنند نیازمندیهایی مشخص شده در بخش مشخصات تکنیکی 01065 انکشاف ظرفیت افغان ها. (Technical Specification Section 01065) مخصوصاً پلان بوضوح باید نشان بدهد موارد زیر را:

چطور پیشنهاد دهندگان (و قراردادهایی فرعی) استخدام (کارمند جدید)، اجاره، تربیت و حفظ میکنند کارمندان با مهارت افغان را به شمول حرفه ساختمانی اما نه محدود به آن: متصدی (گرداننده) تجهیزات، سنگ کار، سیم، تکنیسین لابر اتوار، رنگمال و نجار ها. کار، قالب بند (کانکریت ریز)

چطور پیشنهاد دهندگان (و قراردادهایی فرعی) استخدام (کارمند جدید)، اجاره، تربیت و حفظ میکنند صنعتکاران با مهارت بسیار بالایی افغان را شامل برقی ها و لوله کش ها.

چطور پیشنهاد دهندگان (و قراردادهایی فرعی) پلان میکنند تا همکاری و کار کنند با فاکولته ها و مکاتیب تکنیکی و حرفه ای در ولایتی که پروژه در آن ساخته میشود تا به حد اکثر برسانند استفاده از فارغین فاکولته ها و مکاتیب را و تهیه نمایند فرصت ها را برایی محصلین مکاتیب تا تجربه و آموزش ببینند در حین انجام کار.

در حین انجام/اجرایی پروژه، دیپلوم هایی مناسب برایی این کارگران با مهارت باید تهیه شود به قول اردویی انجینری ایالات متحده بمحض تقاضا.

11. ویرایش (فورمت) پیشنهاد – جلد دوم

فهرست عنوان 1 (TAB 1): فاکتور 6 – قیمت

قیمت هایی پیشنهاد دهندگان باید دربر داشته باشد تمام قیمت ها/مخارج برایی کامل کردن کار شامل برنامه/لیست داوطلبی که بخشی از این درخواست است. قیمت هایی پیشنهاد دهندگان باید تمام قیمت ها/مخارج شامل مفاد، تمام مخارج کلی (شامل مخارج کلی ساحه و دفتر)، مصارف کارگران، بیمه، تعدیلات در قیمت هایی لیست شده، مخارج کلی و اداری، افزایش نرخ قراردادهایی فرعی، تجهیز و غیر تجهیز ساختن ساحه و شامل تمام قیمت هایی دیگر اما نه محدود به تطبیق قانون هایی محیطی، جواز ها، آماده سازی گزارش ها پاسخگویی و تهیه اسناد مورد ضرورت بوسیله قانون و یا این مشخصات، قانونهایی مالیات (تاکس)، حفاظت و یا انتقال دادن ملکیت هایی قول اردویی انجینری امریکا و سرویسهایی انجینری. (سرویسهایی انجینری شامل سرویسهایی است که تابع کار ساختمانی و کامل کردن مدارک تحویلی (Submittals) برایی کار ساختمانی میباشد. قیمت ها باید همچنان دربرداشته باشد مصارف ضروری برایی تعامل (برقراری ارتباط) همراه نمایندگان قول اردویی انجینری امریکا، و هماهنگی با مستقر شوندها و دیگر قراردادهای چنانچه ضرورت بود. برایی معلومات زیادتیر ببینید خلاصه کار را (Summary of Work).

معلوماتی که باید تهیه شود در جلد دوم:

ورق جلد (پوش) پیشنهاد (ببینید دستورات پایین را)

آدرس ایمل و شماره تلفن همراه پیشنهاد دهندگان

نام، آدرس، دنس (DUNS)، شماره شناسایی کج (CAGE) و تاکس (TAX) قراردادی ای که تقدیم می نمایند پیشنهاد را.

SF1442، فورم درخواست پیشنهاد و اهداء (Solicitation offer and award)

تمام تغییرات (موارد حذفی و اضافی برایی درخواست) (Amendments)، امضاء شده و تاریخ زده شده

برنامه/لیست کامل شده داوطلبی (Bidding Schedule)، شامل قیمت هایی مشخص شده قراردادی.

ارائه معلومات در مورد شرکت و سرتیفیکیت ها، بخش 00600

ورق رویی جلد پیشنهاد (پروپوسل)

1. نمبر درخواست (Solicitation)
2. نام، آدرس، شماره تلفون و تلفون همراه پیشنهاد دهندگان (آدرس الکترونیکی اگر در دسترس بود):
3. یک بیان که مشخص میکند موجودیت مؤافقت با تمام بند ها، شرایط و قیدهایی که شامل درخواست شده است و مؤافقت با تهیه کدام یا تمام اقلام به همان قیمت پیشنهادی که در مقابل هر فقره از مواد نوشته شده است. بیانیته برایی شامل ساختن هر استثناء در پیشنهاد تکنیکی یا قیمت و یا استثنائات مربوط به شرایط و قیدهایی استاندارد پیشنهاد دهندگان.
4. اسامی، عناوین و شماره هایی تلفون و تلفون همراه (و آدرس الکترونیکی اگر در دسترس بود) افراد صلاحیتدار برایی گفتگو از طرف پیشنهاد دهندگان با قول اردویی انجینری ایالات متحده در ارتباط با این درخواست.
5. اسم، عنوان و امضاء شخصی که دارایی صلاحیت امضاء پیشنهاد است. پیشنهاد هایی امضاء شده توسط یک کارمند باید همراه شده باشد با مدارک نشاندهنده صلاحیت کارمند مذکور، مگر اینکه شواهد قبلاً تهیه شده باشد برایی دفتر مسؤل.
6. ایمیل آدرس پیشنهاد دهندگان، شماره تلفون همراه، نام، آدرس، دنس (DUNS)، کج (CAGE) و شماره شناسایی مالیات (TAX Identification Number).

ارزیابی پیشنهاد قیمت

یک تجزیه و ارزیابی اولیه قیمت انجام میشود بر رویی قیمت هایی پیشنهاد دهندگان با استفاده از تکنیک هایی متعاقب (FAR 15.404-1(b)) و برحسب درخواست. یک ارزیابی برایی قابل قبول بودن انجام میشود بر رویی هر پیشنهاد بر حسب (FAR 15.101-2(b)). قول اردویی انجینری ایالات متحده ارزیابی میکند بترتیب زیر. اول، ارزیابی کنندگان قیمت قول اردویی انجینری ایالات متحده انجام میدهند یک تحلیل قیمت بر رویی قیمت هایی کلی و بعد از آن یک تحلیل واقعگرانه را انجام میدهند بمنظور اندازه گیری درک نیاز مندیها توسط هر قراردادی و تا تخمین بزنند خطر (ریسک) مرتبط با پیشنهاد هر قراردادی را. قیمت هایی کلی تقدیم شده بوسیله پیشنهاد دهندگانی که مشخص شده اند زیادتز از 25% بالاتر یا پایینتر از برآورد مستقل قول اردویی انجینری امریکا (IGE) و یا زیادتز از 25% بالاتر یا پایینتر از میانگین (حد وسط) تمام پیشنهاد هایی قیمتی که دریافت شده است در جواب به این درخواست مورد توجه قرار میگیرند بدون دلیل دارایی قیمت بالا یا دارایی قیمت پایین غیر واقعی برایی اینکه کار را انجام دهند و مورد توجه قرار نمیگیرند برایی اهداء.

در صورتیکه قول اردویی انجینری ایالات متحده دریافت کند زیادتز از ده پیشنهاد را در جواب به این درخواست، قول اردویی انجینری ایالات ارزیابی میکند پیشنهادات را به شکل زیر. اولاً، قول اردویی انجینری ایالات متحده مشخص میسازد اینکه کدام ده (10) پیشنهاد کامل دارایی پایینترین قیمت در کل قیمت هایی پیشنهاد شده در پروپوسل ها میباشد. جلد هایی تکنیکی (نه جلد هایی قیمت/بدون قیمت) هر کدام از این پیشنهادات داده میشود به ارزیابی کنندگان تکنیکی برایی دوره کردن/ ارزیابی، بدون همراه کردن قیمت با آنها و یا کدام دسته بندی/درجه بندی قیمت ها. اگر هیچکدام از پیشنهادات قابل

قبول نبود از لحاظ تکنیکی در این گروپ اول پیشنهادات، سپس پروسه شرح داده شده دوباره انجام میشود به تعداد دفعات مورد نیاز تا زمانی که قول اردویی انجینری ایالات متحده مشخص سازد یک پیشنهاد قابل قبول تکنیکی را.

12. پروسه پایینترین - قیمت و قابل قبول از لحاظ تکنیکی

یک ارزیابی برای قابل قبول بودن اجراء میشود بر روی هر پیشنهاد بر حسب FAR 15.101-2(b). پیشنهادی که که دارای پایینترین قیمت و از طرف دیگر قابل قبول باشد از لحاظ تکنیکی در تمام فاکتور ها انتخاب میشود برای اهداء. برای مورد توجه قرار گرفتن بعنوان قابل قبول از لحاظ تکنیکی، هیچکدام از فاکتور هایی تکنیکی در پیشنهاد ممکن نیست که (نباید) غیر قابل قبول مشخص شود. عدم موفقیت یک پیشنهاد در برآورده ساختن حداقل استاندارد قبولیت نتیجه میشود ارزیابی شود بعنوان غیر قابل قبول از لحاظ تکنیکی و مانع میشود از اهداء (پروژه به شرکتی که موفقیت کسب نکرده است در برآورده کردن فاکتور هایی تکنیکی). همچنان ببینید بخش 00120.

<p>معلومات تجربه</p> <p>(برای کامل شدن توسط قرارداد)</p>	
<p>1. نام قرارداد:</p> <p>آدرس:</p>	<p>2. شماره قرارداد / قراردادهایی بزرگ (Task Order(TO) (MATOC) / قرارداد برای خریداری اجناس/سرویس (Purchase Order (PO)):</p>
	<p>3. ارزش دالری قرارداد/تی.او(TO)/پی.او (PO) :</p>
	<p>4. حالت قرارداد/ تی.او(TO) /پی.او (PO): <input type="checkbox"/> فعال <input type="checkbox"/> کامل</p> <p>تاریخ کامل شدن یا تاریخ احتمالی تکمیل شدن:</p>
<p>5. عنوان پروژه:</p> <p>موقعیت (شهر و ولایت):</p> <p><input type="checkbox"/> قرارداد اولیه <input type="checkbox"/> قرارداد فرعی</p>	
<p>6. توضیحات پروژه:</p> <p>ترکیب/اجزایی کاری که پیشنهاد دهندگان کامل نموده اند تا شامل بسازند ارزش دالری کلی قرارداد را برای کار تکمیل شده:</p>	

<p>اجرائات گذشته</p> <p>(برای کامل شدن توسط قرارداد)</p>	
<p>1. شماره قرارداد / قراردادهایی بزرگ (MATOC) (Task Order) / قرارداد برای خریداری اجناس/سرویس :(Purchase Order (PO))</p>	
<p>2. (شماره در) سیستم نمبر گذاری جهانی قراردادی (DUNS) #:</p>	
<p>3. ارزش دالری قرارداد/تی.او (TO)/پی.او (PO) :</p>	
<p>4. عنوان پروژه:</p> <p>موقعیت (شهر و ولایت):</p> <p>درصد تکمیلی:</p> <p>تاریخ تکمیل شدن:</p> <p>آیا پروژه تکمیل شده بود طبق برنامه زمانی و در حدود قیمت (تعیین شده در قرارداد یا که زیادت از آن)؟</p>	
<p>5. اگر نه لطفاً تهیه نمایید یک خلاصه مختصر از اقدامات اصلاحی که انجام شده بود:</p>	
<p>6. لیست پروژه هایی فعلی، ارزش دالری آنها، شماره قرارداد، فیصدی (%) تکمیل آنها:</p>	
<p>6. لیست پروژه هایی فعلی، ارزش دالری آنها، شماره قرارداد، فیصدی (%) تکمیل آنها:</p> <p>اطلاعات برای تماس (معرفی شخص برای تماس گرفتن) (POC) / مرجع (حداقل دو آدرس مورد نیاز است و باید آدرس هایی مالکین یا مشتریان (تامین کنندگان مالی) پروژه باشد. برای مثال – (USACE, USAID):</p> <p>نام: نام:</p> <p>شماره تلفون #: شماره تلفون #:</p> <p>آدرس ایمیل: آدرس ایمیل:</p>	

فورم انکشاف ظرفیت افغان ها		
ستون اول	ستون دوم	ستون سوم
موقعیت (شغل)	حد اقل فیصدی نیرویی کاری که افغان است (این ستون برایی پر شدن توسط پیشنهاد دهندگان است)	((حداقل فیصدی) در ستون دوم باید بزرگتر یا مساوی باشد به فیصدی زیر)
پیشه وران با مهارت		50%
کارگران با مهارت بسیار بالا (صنعتگران)		25%
<p>توسط امضایم در پایین، من اطمینان میدهم از اینکه من بخش 001065 "انکشاف ظرفیت افغانها" "Afghan Capacity Development" را خوانده ام و اینکه شرکت برآورده میکند نیازمندیها برایی استخدام کارگران با مهارت و تکنیکی افغان را (برایی مثال، حداقل 50%) و کارگران با مهارت بسیار بالا و تکنیکی افغان را (برایی مثال، حداقل 25%). من تصدیق مینمایم اینکه شکست در برآورده کردن نیازمندیهای اولیه برایی استخدام افغانها ممکن است که سبب شود قرارداد به دلیل اشتباه قراردادی فسخ شود (Terminated for Default).</p> <p>امضاء _____</p> <p>نام نوشته شده (با دستخط) _____</p> <p>عنوان _____</p>		

SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD

LOWEST-PRICED, TECHNICALLY ACCEPTABLE (LPTA)

1. ELIGIBILITY FOR CONTRACT AWARD.

In accordance with the Federal Acquisition Regulation (FAR), no contract shall be entered into unless the Contracting Officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) SOURCE SELECTION PROCESS.

An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2 (b) (1). The proposal that provides either the lowest price within 25% above or below the Independent Government Estimate or within 25% above or below the average of all of the offers received and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet all of the requirements under any Factor will result in a technically unacceptable rating and preclude award.

The Government will evaluate proposals as follows. Each proposal will be evaluated by a single evaluator of the Source Selection Evaluation Board (SSEB). If any Factor is determined "NO GO" by the evaluator, the evaluator will fully disclose the issue(s) to the other SSEB evaluators of the Source Selection Evaluation Board. The other members of the SSEB will then review the individual adverse assessment. No factor will be rated as a No Go unless there is a consensus among the SSEB members that the assessment is consistent with the evaluation criteria stated in Section 00120.

The Government price evaluators will conduct a price analysis of overall prices and then perform a realism analysis for the purpose of measuring each Offeror's understanding of the requirements and to assess the risk inherent in an Offeror's proposal. Total prices submitted by the Offeror that are determined to be more than 25% above or below the Independent Government Estimate and more than 25% above or below the average of all the price proposals received in response to the solicitation will be considered to be unreasonably high or unrealistically low and will not be considered for award. In the event the Government receives more than ten proposals in response to this solicitation, the Government will evaluate proposals as follows. First, the Government will determine which ten complete proposals have the lowest overall proposed prices. The technical (non-pricing) volume(s) of each of these proposals will be given to the Technical Evaluators for review, without

identification of the prices or any rank order of prices. If no proposals are found to be technically acceptable within this first group of proposals, then the process described will be conducted again, as many times as necessary, until such time as the Government identifies a technically acceptable proposal(s). Should no proposal be determined technically acceptable, the Contracting Officer will establish a competitive range consisting of the most highly rated proposals. After receipt of the Offeror's responses raised during Discussions with all Offerors included in the competitive range, responses will be rated again in the same manner as in the initial evaluation.

3. BASIS OF AWARD.

Subject to the provisions contained herein, award will be made to one (1) Offeror who is deemed responsible in accordance with the Federal Acquisition Regulation who conforms to the solicitation requirements; and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation meets the technically acceptable standard for the non-cost factors and provides the lowest evaluated price.

4. EVALUATION OF THE PRICE PROPOSALS

Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They will also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

The otherwise technically-acceptable lowest-priced Offeror may be required to confirm/validate its price on a Contract Line Item (CLIN), element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

5. EVALUATION OF THE TECHNICAL PROPOSAL.

The Technical Proposal will be evaluated based on the following evaluation criteria:

A. FACTOR 1 - EXPERIENCE: The Government will review the Experience of the Offeror, including subcontractors and Joint Ventures, on projects submitted in response to Section 00110, Factor 1. **"Same or Similar"** as referenced below, is defined as experience on projects that are the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation. Offerors must meet all of the following standards to receive a "GO" or acceptable rating on this factor:

- Offeror shall complete no more than five (5), Experience Information forms on projects. All blocks must be completed and all data must be accurate, current, and complete.
- At least two (2) of the projects submitted must be the **same or similar** to the project described in the solicitation.

- All projects submitted must be at least 50% complete.
- At least one (1) of the projects submitted must be valued at over **\$500,000.00** **AND** must have been completed within the last 3 years. This project must be the **same or similar** to the project described in the solicitation.
- At least one (1) project must have been successfully completed in the Province in which the solicitation project is to be located within the last three (3) years. This project must be 100% complete. This project **does not** have to be the **same or similar** to that described in the solicitation.

***Failure to meet all of the requirements under this factor will result in a “NO GO” or unacceptable rating and possible elimination from further consideration for contract award.

B. FACTOR 2 - KEY PERSONNEL: The Government will review the resumes provided in response to Section 00110, Factor 2. Offerors must meet all of the following standards to receive a “GO” or acceptable rating on this factor.

The Offeror must submit resumes for the following Key Personnel:

Project Manager for Design
 Project Manager for Construction
 Senior Electrical Engineer
 Senior Mechanical Engineer
 Senior Civil Engineer
 On-Site Construction Superintendent
 Safety Officer
 Quality Control Manager
 Project Scheduler (Resume must indicate Scheduling Software experience (e.g., Primavera, Microsoft Project))

All resumes must include the following information and may NOT exceed two (2) pages.

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm (to include your field of expertise/discipline) **and** years of experience with other firms (to include your field of expertise/discipline)
- Education degree(s), year, and institution
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract
- List of projects in which the individual has worked to include Name of project(s) and project location(s)

The following key personnel must have degrees in the required disciplines:

- Project Manager for Design – Architectural or Engineering Degree
- Project Manager for Construction – Architectural or Engineering Degree
- Senior Electrical Engineer – Electrical Engineering Degree
- Senior Mechanical Engineer – Mechanical Engineering Degree
- Senior Civil Engineer – Civil Engineering Degree

ALL Key Personnel shall have a minimum of three (3) years of professional experience in that field. For example, a Civil Engineer must have a degree in Civil Engineering and 3 years of professional civil engineering experience.

***Failure to meet all of the requirements under this Factor will result in a “NO GO” or unacceptable rating and elimination from further consideration for contract award.

C. FACTOR 3 - SECURITY PLAN: The government will evaluate the Offeror’s “draft” Security Plan describing how they intend to meet the requirements found in Technical Specification Section 01040 “Security”. The plan shall be specific to the geographic area of the project. At a minimum, the draft Security Plan must address the following:

- Licensed Armed Guards - Section 01040 paragraph 6.0
- Access Control to Limit Entry – Section 01040 paragraph 4.0
- Security for Road Projects, Transportation and Convoys - Section 01040 paragraph 4.2
- Movement of Project Equipment and Supplies - Section 01040 paragraph 4.2.1
- Threat Assessment - Section 01040 paragraph 5.2
- Coordinate with Local Police - Section 01040 paragraph 5.5

The Offeror also must submit either a:

1) letter of commitment from a licensed Private Security Contractor (PSC)

OR

2) a statement indicating that they will self-perform the security functions.

***Failure to meet all of the requirements under this Factor will result in a “NO GO” or unacceptable rating and elimination from further consideration for contract award.

D. FACTOR 4 - PAST PERFORMANCE: The Government will review the relevancy of the Offeror’s Past Performance, including subcontractors and Joint Ventures, on projects submitted in response to Section 00110, Factor 4. Relevant Past Performance is defined as past performance on projects that is the same or similar in size, scope, complexity and dollar magnitude as the project described in the solicitation. Offerors

must meet all of the following standards to receive a “GO” or acceptable rating on this factor:

- The Offeror shall complete and submit no more than five (5) Past Performance forms attached at the end of Section 00110 in response to this factor. Past Performance forms submitted must be on projects that are at least 50% completed within the last three (3) years.
- At least (1) one of the Past Performance forms submitted must be for a project that has been successfully completed (i.e., 100% completed) in the Province in which the solicitation project is located within the last three (3) years. This project does not have to be the same or similar to that described in the solicitation.
- All blocks on the Past Performance form must be completed and all data must be accurate, current and complete, to include the DUNS number, if available and the two (2) Points of Contact/References for each project.
- Letters of recommendation, commendations, and/or awards on projects, which demonstrate construction experience will be reviewed and evaluated if provided by the Offeror.

***Failure to meet all the requirements under this factor will result in a “NO GO” or unacceptable rating.

***In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance information source the Government deems necessary to evaluate a contractor’s past performance.

The U.S. Army Corps of Engineers, Afghanistan Engineer District-North, maintains final evaluations of Offeror’s performance in the Resident Management System (RMS), hard copies in contract files, and previous past performance evaluations conducted by the Government. Any and all of this information may be used when evaluating past performance of Offerors if it is determined to be recent and relevant by the Contracting Officer.

The Government may use the list of projects under way, and other information, to contact references provided as part of Factor 1 – Experience, or any other sources, for information regarding the Offeror’s past performance on projects and for the purposes of assessing and verifying the scope of the work performed.

E. FACTOR 5 - AFGHAN CAPACITY DEVELOPMENT: The Government will review the Resume for the Afghan Capacity Development Manager and the Afghan

Capacity Development Form provided in response to Section 00110, Factor 5. Offerors must meet all of the following standards to receive a “GO” or acceptable rating on this factor.

The Resume must include the following information and may not exceed one (1) page:

- Name
- Capacity building experience (to include but not limited to improving Afghan laborer skills including on-the-job training; working or coordinating with vocational/technical trade schools; experience with recruitment and hiring of skilled Afghan labor).

The Offeror must complete and submit the Afghan Capacity Development Form at the end of Section 00110 stating the minimum percentage of workforce to be Afghan in Column 2.

The signature block on the Afghan Capacity Development Form must be completed by an executive officer in the company who has legal authority to make the commitments and who certifies that Section 001065 “Capacity Development” was read, and that the company must comply with the hiring requirements for skilled Afghan technical worker (i.e. minimum of 50%) and highly skilled Afghan technical workers (i.e. minimum of 25%).

The Offeror must fill-in Column (2) on the Afghan Capacity Development Form to show the percentage of 1) skilled Afghan technical workers and 2) highly skilled Afghan technical workers to be employed on this project.

- Skilled Technical Workers include, but are not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters.
- Highly Skilled Technical Workers include: electricians and plumbers who have completed advanced electrical or plumbing courses with certification.

The percentage (%) of workers you indicate in column (2) must be equal to or greater than the percentage shown in column (3).

***Failure to meet all the requirements under this factor will result in a “NO GO” or unacceptable rating.

6. OTHER AWARD FACTORS. The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

- (1) Agreement by the Offeror to all general and special contract provisions and clauses.

(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:

- (a) Have adequate financial resources to perform the contract or the ability to obtain them.
- (b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;
- (c) Have a satisfactory performance record.
- (d) Have a satisfactory record of integrity and business ethics.
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

7. GENERAL TECHNICAL CRITERIA

- a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.
- b. Proposals which are generic, vague, or lacking in detail may be considered unacceptable. The Offeror's failure to include information that the Government has indicated should be included may result in the proposal being found deficient if inadequate detail is provided.
- c. The Government cannot make award based on a deficient offer. Therefore, receipt of a "NO GO" determination of acceptability for any factor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

این مدارک تهیه شده است تنها برای معلومات. نسخه انگلیسی نسخه رسمی است. اگر کدام اختلاف بین دو نسخه فارسی و انگلیسی وجود دارد، نسخه انگلیسی برتری دارد.

بخش 00120

ارزیابی پیشنهاد و اهداء قرارداد

پایینترین قیمت، قبول شده از لحاظ تکنیکی (ال.پی.تی.) (LPTA)

1. شایستگی برای اهداء قرارداد. برحسب فار (FAR)، هیچ قراردادی باید عضو (اهداء) نشود تا زمانی که افسر قرارداد مطمئن سازد از اینکه تمام نیازمندیهای قانون، مراتب اجرایی، مقررات و تمام طرز العمل هایی قابل تطبیق دیگر، شامل اجازه (ترخیص) و موافقتها (تصویب) برآورده شده است. این در بردارد نیازمندیهای فار (FAR) را که هیچ اهدایی نباید صورت گیرد تا زمانی که افسر قرارداد تعیین مثبت مسئولیت ها را انجام دهد. برای مسئول تعیین شده بودن، یک قراردادی آتی (آینده) باید استاندارد هایی کلی در فصل 9 فار (FAR) و کدام استانداردهایی مخصوص دیگر که خارج از درخواست آمده است را مراعات نماید.

2. پروسه انتخاب قراردادی (SOURCE SELECTION) استفاده میکند از پروسه پایینترین قیمت و قابل قبول از لحاظ تکنیکی.

یک ارزیابی برای قابل قبول بودن انجام میشود بر روی هر پیشنهاد بر حسب (FAR 15.101-2(b)).
پیشنهادی که تهیه میکند پایینترین قیمت را بین 25% بالاتر یا پایینتر از برآورد مستقل قول اردویی انجینری امریکا (IGE) و یا بین 25% بالاتر یا پایینتر از میانگین (حد وسط) تمام پیشنهاد هایی که دریافت شده است و همچنان از لحاظ تکنیکی قابل قبول باشد در تمام فاکتور ها انتخاب میشود برای اهداء. برای مورد توجه قرار گرفتن بعنوان قابل قبول از لحاظ تکنیکی، هیچ فاکتور تکنیکی در پیشنهاد باید غیر قابل قبول نباشد. شکست یک پیشنهاد در برآورده کردن تمام نیازمندیهای تحت کدام فاکتور نتیجه میشود ارزیابی شدن بعنوان غیر قابل قبول از لحاظ تکنیکی و مانع میشود اهداء را.

قول اردویی انجینری ایالات متحده ارزیابی می کند پیشنهادات را بترتیب زیر. هر پیشنهاد ارزیابی میشود توسط یک ارزیابی کننده انفرادی از هیئت ارزیابی و انتخاب قراردادی ((Source Selection Evaluation Board (SSEB)). اگر کدام فاکتور "غیر قابل قبول" "NO GO" مشخص شد توسط ارزیابی کننده، ارزیابی کننده کاملاً موضوع را آشکار میکند به اعضای دیگر هیئت ارزیابی و انتخاب قراردادی (SSEB). اعضای دیگر (SSEB) سپس بازبینی میکنند تک تک (نکات و یا) ارزیابی هایی منفی (مغایر/مخالف) برای پیشنهادات را. هیچ فاکتوری ارزیابی (نرخ گذاری) نمیشود بعنوان "غیر قابل قبول" تا زمانی که توافق نظر موجود نباشد در بین اعضای (SSEB) در مورد اینکه ارزیابی سازگار است همراه با معیار هایی ارزیابی که بیان شده در بخش 00120.

ارزیابی کنندگان قیمت قول اردویی انجینری ایالات متحده انجام میدهند یک تحلیل قیمت بر روی قیمت هایی کلی و بعد از آن یک تحلیل واقعگرانه را انجام میدهند بمنظور اندازه گیری درک نیازمندیها توسط هر قراردادی و تا تخمین بزنند خطر (ریسک) مرتبط با پیشنهاد هر قراردادی را. قیمت هایی کلی تقدیم شده بوسیله پیشنهاد دهندگانی که مشخص شده اند زیادتز از 25% بالاتر یا پایینتر از برآورد مستقل قول اردویی انجینری امریکا (IGE) و زیادتز از 25% بالاتر یا پایینتر از میانگین (حد اوسط) تمام پیشنهاد هایی قیمتی که دریافت شده است در جواب به درخواست توجه میشوند بدون دلیل داریی قیمت بالا یا داریی قیمت پایین غیر واقعی و مورد توجه قرار نمیگیرند برای اهداء. در صورتیکه قول اردویی انجینری ایالات متحده دریافت کند زیادتز از ده پیشنهاد را در جواب به این درخواست، قول اردویی انجینری ایالات ارزیابی میکند پیشنهادات را به شکل زیر. اولاً، قول اردویی انجینری ایالات متحده مشخص میسازد اینکه کدام ده (10) پیشنهاد کامل داریی پایینترین قیمت در کل قیمت هایی پیشنهاد شده در پروپوسل ها میباشند. جلد هایی تکنیکی (نه جلد هایی قیمت/بدون قیمت) هر کدام از این پیشنهادات داده میشود به ارزیابی کنندگان تکنیکی برای دوره کردن/ ارزیابی، بدون همراه کردن

قیمت با آنها و یا کدام دسته بندی/درجه بندی قیمت ها. اگر هیچکدام از پیشنهادات قابل قبول نبود از لحاظ تکنیکی در این گروپ اول پیشنهادات، سپس پروسه شرح داده شده دوباره انجام میشود به تعداد دفعات مورد نیاز تا زمانی که قول اردویی انجینری ایالات متحده مشخص سازد یک پیشنهاد قابل قبول تکنیکی را. در صورتیکه هیچ پیشنهادی از لحاظ تکنیکی قابل قبول مشخص نشد، افسر قرارداد ایجاد میکند یک حد (رنج) رقابتی را که شامل پیشنهادات با بالاترین امتیازات است. بعد از دریافت پاسخ پیشنهاد دهندگان که بهتر شده است /ارتقاء پیدا کرده است در طول مباحثات با پیشنهاد دهندگانی که شامل رنج (حد) رقابت بوده اند، پاسخ ها نرخ گذاری/ارزیابی میشوند بهمان ترتیب ارزیابی اول.

3. اساسات اهداء.

بر اساس شرایطی که شامل این بخش بود، قرارداد اهداء میشود به یک پیشنهاد دهنده که مسئول بنظر میرسد بر حسب قوانین اکتسابی فدرالی (Federal Acquisition Regulation) که مطابق با نیازمندیهای درخواست است و کسی که پیشنهاد آن قابل قبول واقع شده باشد از لحاظ تکنیکی (بدون قیمت) و استاندارد باشد در تمام فاکتور ها بعد از بررسی تمام معیار ها و ارزیابی نکات دیگر که مشخص شده است در درخواست و همچنین پایینترین قیمت را ارائه بدهد.

4. ارزیابی پیشنهاد هایی قیمت

قیمت ارزیابی میشود و مورد توجه قرار میگیرد اما امتیاز نمیگیرد و با دیگر جنبه هایی ارزیابی پیشنهاد ترکیب نمیشود. قیمت هایی پیشنهادی تجزیه و تحلیل (آنالیز) میشوند برای معقول بودن. آنها همچنان ارزیابی میشوند برای تعیین اینکه آیا آنها واقعاگرانه هستند برای کاری که باید انجام شود، اینکه منعکس میسازند یک درک واضح از نیازمندیها و اینکه سازگارند همراه با اطلاعات تهیه شده توسط پیشنهاد دهندگان. بعلاوه، تمام پیشنهادات تحلیل میشوند برای قیمت گذاری نا متعادل.

از لحاظ دیگر پیشنهاد دهندگان با پیشنهاد قابل قبول از لحاظ تکنیکی و پایینترین قیمت ممکن است نیاز داشته باشند تا ارائه نمایند لیست قیمت هایشان با جزئیات و برای هر بخش کار بطور جداگانه ((Contractor Line Item (CLIN))، (قیمت شان برای هر) واحد یا بر اساس قیمت هایی کلی و یا تهیه معلومات اضافی در حمایت از قیمت هایشان قبل از اهداء قرارداد بر اساس درخواست و صلاحدید قول اردویی انجینری امریکا.

5. ارزیابی پیشنهاد تکنیکی.

پیشنهاد تکنیکی ارزیابی میشود بر اساس معیارهایی ارزیابی زیر:

A. فاکتور 1 – تجربه کاری

قول اردویی انجینری ایالات متحده بازرسی میکند تجربه کاری پیشنهاد دهندگان را، شامل قراردادی هایی فرعی و شرکا بر روی پروژه هایی که تهیه شده در جواب به بخش 00110، فاکتور 1. "تجربه کاری) یکسان یا مشابه " چنانکه مرجع داده شده است در پایین تعریف شده است بعنوان تجربه کاری بر روی پروژه ای که یکسان یا مشابه میباشد در اندازه، مقدار و نوع کار، دشواری (پیچیدگی) و مقدار دالری با پروژه شرح داده شده در درخواست. پیشنهاد دهندگان باید تمام استاندارد هایی زیر را مراعات نمایند تا یک "GO" قابل قبول" ارزیابی شده باشند برای این فاکتور.

پیشنهاد دهندگان نباید پیشتر از پنج (5) فورم معلوماتی تجربه کاری را تکمیل نمایند در جواب به این فاکتور. تمام خانه خالی ها باید پر شده باشند و تمام اطلاعات باید دقیق، جاری و کامل باشد.

حداقل دو (2) عدد از پروژه هایی تقدیم شده باید یکسان و یا مشابه با پروژه ای شرح داده شده در درخواست باشد.

تمام پروژه هایی تقدیم شد باید حداقل 50% کامل شده باشد.

حداقل یکی (1) از پروژه هایی تقدیم شده باید به ارزش بالاتر از \$ 500,000.00 باشد و تکمیل شده باشد در 3 سال اخیر. این پروژه باید یکسان و یا مشابه به پروژه ای شرح داده شده در درخواست باشد.

حداقل یک (1) پروژه را که کامل شده باشد مؤفقا نه در ولایتی که پروژه موجود در درخواست در آن موقعیت دارد در بین سه (3) سال اخیر. این پروژه باید 100 % کامل شده باشد. این پروژه نیازی نیست که یکسان و یا مشابه پروژه ای شرح شده در درخواست باشد.

*** شکست در مراعات کردن تمام نیاز مندیها ها تحت این فاکتور نتیجه میشود دریافت یک "NO GO"
"غیر قابل قبول" را یا ارزیابی شدن (بعنوان) غیر قابل قبول و حذف احتمالی از توجهات بعدی برایی برنده شدن یک قرارداد .

B. فاکتور 2 – پرسونل کلیدی:

قول اردویی انجینری ایالات متحده ارزیابی میکند خلاصه تجربیات تهیه شده را در جواب به بخش 00110, فاکتور 2. پیشنهاد دهندگان باید مراعات کنند تمام استاندارد هایی زیر را تا دریافت کنند یک "GO" "قابل قبول" را یا ارزیابی شوند بعنوان قابل قبول برایی این فاکتور.

مدیر پروژه برایی دیزاین

مدیر پروژه برایی ساختمان

انجینر ارشد برق.

انجینر ارشد مکانیک.

انجینر ارشد ساختمان.

سرکارگر ساختمان بر رویی ساحه.

افسر ایمنی

مدیر کنترل کیفیت

برنامه ریز زمانی پروژه (خلاصه تجربیات کاری باید بیان نماید تجربه کار با نرم افزار برنامه ریز زمانی را)
برایی مثال پرایم اویرا, مایکروسافت پروجکت)

تمام خلاصه هایی تجربه کاری باید شامل اطلاعات زیر باشد و نباید اضافه تر از دو (2) صفحه برایی هر خلاصه تجربیات کاری شود:

نام و عنوان

پروژه ای که بر روی آن کار نموده است

اسم شرکتی که فرد به آن وابسته بوده است

سالهایی تجربه کاری با این شرکت (در رشته تخصصی / تحصیلی تان) و شرکت هایی دیگر (در رشته تخصصی / تحصیلی تان)

درجه تحصیل, سال, و انستیتیوت (محل فراغت)

راجستر کردن فعال بطور حرفه ای, سال اول که راجستر کرده اید, اگر قابل تطبیق بود

تجربه هایی دیگر و صلاحیت هایی کاری مرتبط به کاری یکسان/مشابه کار مورد نیاز تحت این قرارداد.

لیست پروژه هایی که کارکنان شما بطور انفرادی در آن کار نموده اند شامل نام و موقعیت پروژه.

پرسونل کلیدی زیر باید دیپلوم داشته باشند به ترتیب مورد نیاز:

مدیر پروژه برایی دیزاین – دیپلوم آرشیئتیکت یا انجینری

مدیر پروژه برایی ساختمان - دیپلوم آرشیترکت یا انجینری
انجینر ارشد برق - دیپلوم انجینری برق
انجینر ارشد مکانیک - دیپلوم انجینری مکانیک
انجینر ارشد ساختمان - دیپلوم انجینری ساختمان

تمام پرسونل کلیدی باید حداقل سه سال تجربه کاری تخصصی در رشته شان را داشته باشند. برایی مثال انجینر ارشد ساختمان باید دیپلوم داشته باشد در انجینری ساختمان و حداقل سه سال تجربه کاری تخصصی انجینری ساختمان را داشته باشد.

*** شکست در مراعات کردن تمام نیازمندیها تحت این فاکتور نتیجه میشود دریافت یک "NO GO" " غیر قابل قبول" را و یا ارزیابی شدن بعنوان غیر قابل قبول و حذف از توجهات بعدی برایی برنده شدن یک قرارداد را.

C. فاکتور 3 - پلان امنیتی: قول اردویی انجینری ایالات متحده ارزیابی میکند پلان امنیتی طرح شده را که شرح میدهد اینکه چطور پیشنهاد دهندگان قصد دارند نیازمندیهای موجود در بخش مشخصات تکنیکی 01040 "امنیت" (Technical Specification Section 01040, "Security") را مراعات نمایند. پلان طرح شده امنیتی باید حداقل آدرس دهد موارد زیر را:

- # نگهداران مسلح صاحب لیسانس - بخش 01040 پاراگراف 6.0
- # کنترل دستیابی/ورود برایی محدود ساختن ورود (افراد و وسایل) - بخش 01040 پاراگراف 4.0
- # امنیت برایی پروژه هایی سرک، نقل و انتقالات و کاروان ها - بخش 01040 پاراگراف 4.2
- # انتقال/جابجایی وسایل و مواد تأمیناتی پروژه - بخش 01040 پاراگراف 4.2.1
- # برآورد/تخمین تهدیدات - بخش 01040 پاراگراف 5.2
- # هماهنگی با پولیس محلی - بخش 01040 پاراگراف 5.5

بعلاوه، پیشنهاد دهندگان باید تقدیم نمایند یک:

1) تعهد نامه از یک قراردادی امنیتی خصوصی دارایی لیسانس (PSC)

یا

2) یک بیانیه که تأکید مینماید که آنها خودشان کارها/مسایل امنیتی را بدوش میگیرند.

*** شکست در مراعات کردن تمام نیازمندیها تحت این فاکتور نتیجه میشود دریافت یک "NO GO" " غیر قابل قبول" را و یا ارزیابی شدن بعنوان غیر قابل قبول و حذف از توجهات بعدی برایی برنده شدن یک قرارداد را.

D. فاکتور 4، اجرائات کاری گذشته: قول اردویی انجینری ایالات متحده بررسی میکند مرتبط بودن اجرائات کاری گذشته پیشنهاد دهندگان را شامل قراردادهایی فرعی و شرکا (با پروژه موجود در درخواست) بر رویی پروژه هایی تقدیم شده در پاسخ به بخش 00110، فاکتور 4. اجرائات گذشته مرتبط تعریف شده است بعنوان اجرائات گذشته بر رویی پروژه هایی که یکسان یا مشابه پروژه شرح داده شده در درخواست باشند در اندازه، مقدار و نوع کار. دشواری/پیچیدگی و مقدار دالری. پیشنهاد دهندگان باید مراعات نمایند استاندارد هایی زیر را تا دریافت نمایند یک "GO" "قابل قبول" را یا اینکه ارزیابی شوند بعنوان قابل قبول برایی این فاکتور:

پیشنهاد دهندگان باید کامل و تقدیم کنند نه پیشتر از پنج (5) فورم ضمیمه شده در آخر بخش 00110 را در جواب به این فاکتور. فورم هایی اجرائات گذشته تقدیم شده باید برای پروژه هایی باشد که حداقل 50% تکمیل شده است در حدود سه (3) سال اخیر.

پیشنهاد دهندگان باید حداقل یکی (1) از فورم هایی اجرائات گذشته را تکمیل نمایند برای یک پروژه ای که موفقانه تکمیل شده باشد (برای مثال 100%) در ولایتی که پروژه موجود در درخواست در آن موقعیت دارد در بین سه سال اخیر. این پروژه نیازی نیست که یکسان یا مشابه پروژه ای شرح داده شده در درخواست باشد.

تمام خانه خالی ها (بلاک ها) در فورم اجرائات گذشته باید کامل شده باشد و تمام داده ها (اطلاعات) باید دقیق، جاری و کامل باشد و شامل دنس نمبر (DUNS) و دو نقطه (فرد) مورد تماس/مراجع برای هر پروژه.

توصیه نامه ها، تحسین نامه ها و اهداء نامه برای پروژه هایی که نشان میدهد بوضوح تجربه کار ساختمانی بررسی و ارزیابی میشود اگر تهیه شده بودند بوسیله پیشنهاد دهندگان.

*** شکست در مراعات کردن تمام نیاز مندیها تحت این فاکتور نتیجه میشود دریافت یک "NO GO" " غیر قابل قبول" را و یا ارزیابی شدن بعنوان غیر قابل قبول.

*** در موردی که یک پیشنهاد دهنده دارای هیچ (ریکورد) سابقه کاری مرتبط نیست و یا اینکه اطلاعات در مورد تجربه کاری آنها موجود نمیشود، پیشنهاد دهندگان ممکن است که ارزیابی نشوند بطور مطلوب و یا نا مطلوب برای اجرائات کاری گذشته.

سیستم گزارش دهی برای ارزیابی اجرائات قراردادی (شامل اسی.ا.اس، اسی.سی.اس، اسی.ا.اس و سی.پی.ا.ا.اس) (ACASS, CCASS, and CPARS) استفاده میشود برای معتبر ساختن و ارزیابی قرارداد هایی وزارت دفاع امریکا، بعلاوه هر منبع اطلاعاتی دیگری که ضروری بنظر برسد برای بررسی اجرائات گذشته قراردادی توسط قول اردویی انجینری امریکا ممکن است که آن منبع مورد استفاده قرار گیرد برای بررسی اجرائات گذشته قراردادی.

قول اردویی انجینری ایالات متحده، ساحه انجینری افغانستان-شمال، حفظ میکند ارزیابی نهایی اجرائات پیشنهاد دهندگان را در سیستم مدیریت محلی (RMS)، کپی هایی سخت (اوراق) را در فایل هایی قرارداد و (همچنین) نگهداری میکند ارزیابی هایی قبلی اجرائات گذشته که صورت گرفته است بوسیله قول اردویی انجینری ایالات متحده را. کدام و یا تمام این اطلاعات ممکن است که استفاده شود موقع ارزیابی اجرائات گذشته پیشنهاد دهندگان اگر مشخص شود که آن (اطلاعات) جدید و مرتبط است توسط افسر قرارداد.

قول اردویی انجینری ایالات متحده ممکن است که استفاده نماید لیست پروژه هایی تحت کار را و یا اطلاعات دیگر را تا تماس بگیرد با مراجعی که تهیه شده اند بعنوان بخشی از فاکتور 1 – تجربه و یا کدام منابع دیگر را برای اطلاعات مربوط به اجرائات گذشته پیشنهاد دهندگان بر روی پروژه ها و بمنظور برآورد و مشخص کردن نوع و مقدار کار انجام شده توسط پیشنهاد دهندگان.

E. فاکتور 5 – **انکشاف ظرفیت افغانها:** قول اردویی انجینری امریکا بررسی میکند خلاصه تجربیات کاری مدیر انکشاف ظرفیت برای افغانها و فورم انکشاف ظرفیت افغانها را که تهیه شده است در پاسخ به بخش 00110، فاکتور 5. پیشنهاد دهندگان باید مراعات نمایند استاندارد هایی زیر را تا دریافت نمایند یک "GO" "قابل قبول" را یا اینکه ارزیابی شوند بعنوان قابل قبول برای این فاکتور:

خلاصه تجربیات کاری باید شامل اطلاعات زیر باشد و نباید که زیادتیر شود از یک (1) صفحه:

نام

تجربه ظرفیت سازی (شامل اما نه محدود به بهتر سازی مهارتهایی کارگران افغان شامل آموزش (ترنینگ) هایی در حین انجام کار، کار کردن یا همکاری/هماهنگی با مکاتیب حرفه ای/ تکنیکی کسب (کار)، تجربه با استخدام و اجاره کارگران با مهارت افغان).

پیشنهاد دهندگان باید فورم انکشاف ظرفیت افغان ها را در آخر بخش 00110 که بیان مینماید حداقل فیصدی نیرویی کار افغان را در ستون دوم کامل و تقدیم نمایند .

خانه/بلاک محل امضاء بر روی فورم انکشاف ظرفیت افغان ها باید تکمیل شده باشد توسط یک افسر اجرایی شرکت که صلاحیت قانونی دادن / انجام تعهدات را دارد و کسی که اطمینان میدهد که بخش 001065 " انکشاف ظرفیت " "Capacity Development" خوانده شده است ، شرکت باید به تعهدات خود نسبت به ضرورت استخدام کارگران با مهارت تکنیکی افغان (برای مثال حداقل 50%) و کارگران با مهارت بسیار بالایی تکنیکی افغان (حداقل 25%) عمل کند.

پیشنهاد دهندگان باید ستون دوم بر روی فورم انکشاف ظرفیت افغان ها را پر نمایند برای نشان دادن فیصدی: (1) کارگران با مهارت و تکنیکی افغان را و (2) کارگران با مهارت بسیار زیاد و تکنیکی افغان که استخدام میشوند برای این پروژه. این کارگران تکنیکی با مهارت و با مهارت بسیار زیاد تکنیکی افغان باید فارغ شده باشند از مکاتیب حرفه ای – تکنیکی یا فنی در افغانستان و ترجیحاً در ولایتی که پروژه در آن ساخته میشود.

کارگران با مهارت تکنیکی شامل اما نه محدود به : متصدی (گرداننده) تجهیزات، سنگ کار، سیم کار، قالب بند (کانکریت ریز) ، تکنیسین لابراتوار، رنگمال و نجار ها.

کارگران با مهارت بسیار زیاد و تکنیکی شامل: برقی ها و نلدوان هایی که تکمیل کرده باشند دوره ها (کورس هایی) با گرفتن سرتیفیکیت.

فیصدی (%) گارگرانی را که شما بیان میکنید در ستون (2) باید مساوی یا بزرگتر باشد از فیصدی نشان داده شده در ستون (3).

*** شکست در مراعات کردن تمام نیازمندیها تحت این فاکتور نتیجه میشود دریافت یک "NO GO" غیر قابل قبول را و یا ارزیابی شدن بعنوان غیر قابل قبول

فاکتور هایی دیگر اهداء. افسر قرارداد باید که توجه کند چندین فاکتور را در پروسه انتخاب که مهم استند اما نه قابل اندازه گیری، همانند:

(1) موافقت با تمام بند ها و قیدهایی کلی و خاص قرارداد توسط قراردادی.

(2) تشخیص مسئولیت پذیری قراردادی توسط افسر قرارداد بر حسب بند هایی قوانین اکتسابی فدرالی ، بخش 9.1 (Federal Acquisition Regulation, Part 9.1). برای اینکه یک قراردادی مسئولیت پذیر تشخیص شود ، قراردادی مورد نظر باید:

(a) دارایی منابع کافی مالی و یا توانایی بدست آوردن آنها را برای اجرای قرارداد باشد.

(b) قادر به تحویلدهی (مواد و یا پروژه) یا اجرایی قرارداد بر حسب برنامه زمانی با توجه به تمام تعهدات تجاری و انجام تجارت با قول اردویی انجینری امریکا باشد.

(c) دارایی یک سابقه اجرائات گذشته رضایت بخش باشد.

(d) دارایی یک سابقه رضایت بخش در درستی و پایبندی به اصول تجارت باشد.

(e) دارایی توانایی کافی برای برقرار کردن ارتباطات با شرکت / سازمان هایی دیگر، تجربه کافی، کنترل کافی بر سیستم مالیات و طرز العمل ها / طرز اجرایی کار باشد و یا توانایی بدست آوردن آنها را داشته باشد.
(f) دارایی تولیدات، مواد و وسایط ساختمانی، وسایط و امکانات تکنیکی مورد نیاز باشد و یا توانایی بدست آوردن آنها را داشته باشد.

(g) از طرف دیگر دارایی شایستگی و قابلیت برایی برنده شدن قرارداد تحت قوانین و مقررات قابل تطبیق باشند.

6. معیارهایی کلی تکنیکی

a. حذفیات مواد (مهم) ممکن است سبب رد شدن پیشنهاد بعنوان غیر قابل قبول شود.

b. پیشنهاداتی که کلی، مبهم یا فاقد جزئیات هستند ممکن است که توجه شوند بعنوان غیر قابل قبول. شکست پیشنهاد دهندگان در شامل ساختن اطلاعاتی که قول اردویی انجینری ایالات متحده تأکید نموده است که باید شامل باشد ممکن است که باعث شود که پیشنهاد ناقص یافت شود اگر جزئیات ناکافی تهیه شده باشد.

c. قول اردویی انجینری ایالات متحده نمیتواند اهداء نماید (پروژه را) مبنی بر یک پیشنهاد ناقص. بنابراین، دریافت یک "NO GO"، "غیر قابل قبول" در حین تشخیص قابلیت برایی کدام فاکتور پیشنهاد را فاقد شایستگی برایی برنده شدن قرارداد میسازد، بجز از موقعی که قول اردویی انجینری ایالات متحده انتخاب میکند تا وارد بحث شود همراه با آن پیشنهاد دهنده و تمام نواقص اصلاح شود در یک پیشنهاد اصلاح شده.

SECTION 01040

SECURITY

1.0 SPECIFIC CONTRACT SECURITY ASSESSMENT

The Government has determined that there is a **High** Risk associated with the security environment in which this work is to be performed. This rating takes into consideration the geographic location of the work, including the Government's institutional knowledge of the recent history of this area as it relates to security, and the nature of the work to be performed under this contract. The Government is entitled to assume that the contractor possesses the degree of knowledge that is "standard" to experienced contractors in this industry and location, and that the contractor will gain other relevant information that is reasonably available about the contract to be performed. The Government is further entitled to assume that the contractor understands its abilities as they relate to the work to be performed under the contract.

2.0 GENERAL BACKGROUND

Operations in Afghanistan require Armed Contractors (ACs) and Private Security Companies (PSCs) to fulfill a variety of important security functions for the Department of Defense (DOD), Department of State (DOS), and other entities operating in the Combined Joint Operations Area – Afghanistan (CJOA-A). Included in these ACs and PSCs are traditional private security companies, the Afghan security guards, and DOD contractors who are armed for personal protection. Traditional PSCs perform convoy escort, static security, and personal security details (PSDs). Afghan security guards (ASGs) provide local static security to Forward Operating Bases (FOBs), Company Operating Bases (COPs), and other infrastructure with local Afghan companies. DOD contractors may be armed either as a function of the service they provide or their operating location. These AC/PSCs are not combatants; they execute services to protect personnel, supplies and equipment, and fixed facilities. Weapons employed by AC/PSCs are for purely defensive purposes only. This section is in accordance with the "USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DOD Civilian Personnel and Contractors for Iraq and Afghanistan", 7 November 2006.

The intent of these contracted services is to "free" joint forces to conduct military operations and other inherently governmental functions. As the CJOA-A experiences both building of combat power as well as the parallel civilian uplift effort, the reliance on contracted services to include AC/PSCs is likely to increase. AC/PSC services are necessary to secure installations and other infrastructure, conduct movement support for sustainment, train Afghan Forces to proficiency, and transport key personnel throughout the CJOA-A. The terms armed contractor, private security company, or contractor personnel, includes all personnel directly employed by the contractor at any tier of contract or subcontract. This section applies to all armed contractors providing service on DOD contracts.

3.0 GOVERNMENT REPRESENTATIVES

USACE will have a hierarchical security organization that disseminates essential security information and provides consistent and comprehensive use of security information. The USACE Area OIC/NCOIC will serve as the Area Office Security Officer and the Resident OIC/NCOIC will serve as the Security Officer at each Resident Office. When required the Area Office will request security plan review support from the Anti-Terrorism/Force Protection (AT/FP) expertise in the District Joint Operations Center (JOC). The Contractor may request this support from the Area/Resident Office OIC.

3.1 SECURITY PLAN

The Security Officers will review and approve all current and future contractor security plans prior to submittal approval by the authorized representative of the contracting officer. The Security Officer shall ensure that all contractor security plans are in accordance with the contract requirements. The security plans shall address movement of contractor labor, material, and equipment including contractor notification requirements to Government Security Officers who will in-turn inform Task Force Commanders and other Coalition Forces. The Security Officers will lead the quality assurance program to ensure contractors are executing their approved security plans. The Government will not allow the Contractor to start work without an approved security plan.

3.2 SECURITY COORDINATION

Contractor will be required to assign a Security Manager to coordinate construction site security with the Area and Resident Office Security Officer(s) who will coordinate with the Task Force or Provincial Reconstruction Team (PRT) Commanders. Afghan or Coalition Forces may be available, under certain circumstances, to assist the contractor on a case by case basis. The Government also expects the Contractor to coordinate with local Afghan Forces to the greatest extent possible. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this manner will be grounds for termination of the contract.

3.3 CLAIM FOR SECURITY DELAYS

Following a threat or an attack on a USACE contractor or a contractor claim for security delays, the Security Officer will validate the incident and assess the incident's impact to the contract period of performance. Within 30 days of the incident, if the contractor submits a request for an extension of time, the Government ACO will assess the incident's impact to the construction schedule and as necessary issue a contract modification for additional non-compensable time.

3.4 SECURITY RATING

Each contract/task order will be assigned a rating by the Government Security Officer (see paragraph 1.0). This rating will determine the level of approval for the security plan. Assistance from the District's JOC AT/FP expertise may be required to assess the rating. Ratings and approval levels are below:

- a. Extremely High Risk: District Commander
- b. High Risk: Deputy CDR, Chief of E&C, Area OIC, or J3 OIC
- c. Moderate Risk: Chief of Construction, Area OIC/NCOIC, or Area Engineer
- d. Low Risk: Resident OIC/NCIOC, Resident Engineer

3.5 GOVERNMENT PROVIDED SECURITY

Any U.S. Government provided security/escort services will be in accordance with DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006).

4.0 SITE SECURITY FOR PROJECTS OUTSIDE OF ACTIVE COALITION FORCE BASES

The contractor shall develop a site security plan and program (IAW Security Plan Section) to provide 24 hr/7 days a week security for the project throughout the performance of the Contract. There will be armed guards manning

project watch towers, the main entry gate, and roving patrols of the compound, adjacent hills, and observation posts at all times. Tower guards will maintain perimeter security to include thwarting any attempted theft, vandalism, or attacks. Roving guards will patrol vehicle staging areas making sure unauthorized personnel are not present, and prevent damage or sabotage of grounds and/or equipment. Roving patrols will also check nearby hills to prevent snipers or any other terrorist activity that might threaten the site. Facility security shall include access control to limit entry to unauthorized personnel, conduct vehicle and personnel bomb searches, report suspicious persons, question persons as required, and respond to calls for security support and assistance. The Contractor shall employ culturally appropriate means of searching personnel. Local governments, ANA/ANP units, and Coalition Forces should be coordinated with to support the large scale security of the site to the greatest extent possible; however, the contractor is ultimately responsible for providing security. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this manner will be grounds for termination of the contract. The contractor is expected to perform all required actions to protect the construction site compound from theft and vandalism and personnel from physical harm. These measures are strictly for the protection and defense of the on-site people and property; contractors are not authorized to conduct any type of offensive operations. For security of road construction, transportation of supplies, and equipment convoys, see the appropriate section below.

4.1 SITE SECURITY FOR PROJECTS ON-BASE

The Contractor shall provide general perimeter force protection security for developing the site. Security may include but is not limited to temporary fences and private security guards. Perimeter security shall prevent unauthorized site access and provide site protection to the contractor's work force and the Government personnel for the duration of the project. Many bases in Afghanistan have multiple contractors and local Afghan security forces working on them; it is the responsibility of the Contractor to ensure the 24/7 protection of the construction site from vandalism and theft. If the security situation request measures more than the general provision specified by the Contractor, the contractor shall inform the Government immediately. The Contractor has the ultimate responsibility for all security measures. These measures are strictly for the protection and defense of the on-site people and property; Contractors are not authorized to conduct offensive operations.

4.2 SECURITY FOR ROAD PROJECTS, TRANSPORTATION, & CONVOYS

Road construction projects will maintain at least two armed traffic control points (TCPs) at 300 meters in both directions of the road, or at a distance that terrain dictates. TCP guards will thoroughly inspect vehicles, entering the compound for explosives, contraband, and unauthorized personnel. TCP guards will also check for proper identification and conduct physical searches of personnel entering and leaving the site. They will report suspicious persons, question persons as required, and respond to calls for security support assistance. The TCP must have controlling barricades to slow traffic in both directions, but not to block the road completely. The Contractor shall employ culturally appropriate means of searching personnel. The TCP must have a vehicle ready for immediate evacuation or pursuit of AAF trying to access the construction site.

4.2.1 MOVEMENT OF PROJECT EQUIPMENT AND SUPPLIES

The Contractor will inform the Government Security Officer no later than 72 hours before any movement of project equipment and supplies outside of any Coalition Force bases in the CJOA-A. Both the Government and the Contractor must be aware of information security, using face-to-face meetings, courier mail, or other secure means of communication to discuss movements. All contractor convoys will have a minimum of two armed security details in the front and rear of the convoy. Convoys longer than three vehicles will also have a center armed security detail. The minimum security detail is a vehicle(s) with two armed security personnel, each with AK-47 or equivalent weapons. While the aforementioned is a minimum requirement, the Contractor shall have an armed security detail commiserate with the threat of the route. The threat of attack in Afghanistan is very real, and Contractors must be prepared for violent ambushes from Anti-Afghanistan Forces (AAF). Redundant communication equipment is highly recommended using cell phone, satellite phone, or other Contractor/Government supplied communication/tracking equipment.

4.2.2 SECURITY DETAIL

The project site will also have a security detail on either side of the on-site construction. These details must be able to protect and defend from nearby buildings, hilltops, and concealed terrain while still providing immediate on-site security to the construction equipment and personnel.

4.2.3 REQUIRED TRAINING

The Government recommends the contractor employ personnel that are trained in finding mines and improvised explosive devices along the construction route. Contractor personnel are prohibited from getting close, touching, or handling any explosive devices or unexploded ordinance found. The Contractor will report the location of any of these devices to the Government Security Officer or local Afghan Forces immediately for disposal/removal.

5.0 SECURITY PLAN

During the Preconstruction Conference, the Contractor will receive the Government's Alignment, Movement, & Security Plan (AMSP). The AMSP will have at a minimum:

- a. An estimated threat assessment of the project area and major supply routes.
- b. The contact information for the USACE Security Officers, engineering/construction representatives, local Coalition Forces, and local Afghan Forces near the project site.
- c. General emergency procedures and critical information required for Coalition/Afghan Force security assistance.
- d. The estimated number of quality assurance (QA) site visits by the Government on a weekly/monthly basis.
- e. Any special security requirements directed by the Coalition Force Commanders in the area.

5.1 ESTIMATED THREAT ASSESSMENT

The contractor is expected to develop a site security plan to cover a range of security operations from low to high threat. Included in this plan will be the capability for a surge of manpower and equipment required during high threat conditions. The contractor is expected to notify all on-site personnel of increased threats and protective action to take.

5.2 SECURITY PLAN REQUIREMENTS

The security plan introduction must contain the following information at a minimum: MOI license number, AISA licensed (Yes/No), armed contractor & subcontractor company names, contract number/title, contracting agency (USACE-AED), type of work, number/type of weapons authorized, POC for company with contact details, Government Contracting Officer and COR with contact details, number of security personnel by type (U.S., Afghan, Other), company's country of registration/origin.

5.3 PERSONNEL

The plan shall contain the names, photos, and tazkira numbers of security personnel, those personnel with access to weapons/ammo and those persons who will be handling or transporting explosives. As part of the security plan, the contractor shall continually submit the coordinates of the contractor's base camps, quarries, and current work locations. The Contractor shall submit, prior to the commencement of construction, a plan for security protection, with a list of the chain of command, or a letter of commitment from a licensed security contractor. Perimeter security shall prevent unauthorized site access and provide safety protection to the Contractor work force and government personnel for the duration of the project. The Contractor is solely responsible for security however

local police shall be coordinated with regarding security to the greatest extent possible. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this way will be grounds for termination of the contract. Additionally, our new contracts are going to require that ALL security personnel are to be registered biometrically.

5.4 FORCE PROTECTION CONDITION LEVELS

The contractor will use at least four force protection condition levels (Extremely High, High, Moderate, Low) with corresponding levels and codes for on-site threat postures (uniforms, weapons, and vehicle movements). The contractor will use road movement safety restriction codes (Green, Amber, Red, or Black) for frequently traveled roads in the vicinity of project site. Force protection conditions and vehicle route status will be publicized to the site population. As a guideline, here are the Coalition Force route status codes:

- a. Green – Route Open; no restrictions
- b. Amber – Route Open; only mission essential travel allowed on this route; the Government Security Officer must approve all Contractor movements.
- c. Red – Route Open; requires Commander’s approval for travel. Forces are required to use armored vehicles; all non-essential ground site visits suspended.
- d. Black – Route Closed to Coalition Forces except for emergency travel.

5.5 COORDINATION WITH LOCAL POLICE

The contractor will establish a threat assessment group with local police to determine local area threats and adjust force protection conditions as required. The contractor must use language assistants/interpreters if there is a language difference between the armed security personnel, the contractor project manager, and other on-site personnel.

5.6 SECURITY PLAN SUBMITTAL REQUIREMENTS

Contractors will submit security plans in accordance with contract Section 01335 – Submittal Procedures for Projects.

6.0 ARMING LICENSE

Contractor personnel who are armed will be properly authorized to carry arms in Afghanistan by registering and obtaining a license to carry arms from the Afghanistan Ministry of the Interior through USFOR-A. Armed contractor personnel must be properly trained and qualified on each weapon they will be authorized to use. Exceptions to proceed without a valid MOI license may be granted in rare cases at the sole discretion of the Government. Failure to obtain this license is grounds for contract termination. All armed contractors must carry a copy of their Letter of Authorization (LOA) and their MOI license at all times. U.S. and Coalition Forces have the right to ask for this documentation at any time.

7.0 LOCAL HIRE VETTING PROGRAM

The Contractor shall maintain a local hire vetting program for all local hires required under performance of this contract, to include background checks. The Contractor will conduct interviews and review employment application information for their candidates, with results of the interview and information reviews provided to the USACE security representative for appropriate action. The Contractor will be available to accept reports of threats and intimidations, and forward these to the appropriate Government agency for resolution. The Contractor will demonstrate an awareness of cultural nuances (i.e. tribal relationships, etc.) and employ culturally sensitive measures when conducting interviews. The U.S. Government will enter all AC/PSC personnel into the nation-wide Biometrics network to verify Contractor vetting.

8.0 COMMUNICATION

The contractor will operate a 24/7 security operations center with communication capability to each guard on duty and the ability to notify all on-site personnel of increased threats and protective actions to take. *The operations center will also have the capability of 24/7 communication with the local Coalition, ANA, or ANP security forces.* The Contractor shall have communication with the District JOC at all times for rapid emergency response; the Government Security Officer will give the Contractor the JOC contact information. Communication can be via cell phone, email, satellite phones, VHF, HF, CODAN, text, or other communication technologies compatible with the Government's capabilities. The Contractor will provide the Government with their contact information (names, numbers, frequencies, email addresses, transponder IDs, etc.) for the site encompassing all available communication means.

9.0 CONTRACTOR PROVIDED EQUIPMENT

The contractor will provide the operational security equipment including but not limited to weapons, radios, uniforms, vehicles, vehicle fuel, phones, and other equipment as proposed by the contractor to provide complete site security.

10.0 TRAINING

The contractor will develop a training plan for each aspect of the security operations to ensure all employees receive initial and quarterly training to maintain certification, proficiency, and safety. Records of the training is an inspectable item for the COR and Security Officer. The Contractor will ensure all security personnel are trained on the required COMISAF/USFOR-A Tactical Directive, ROE/RUF, escalation of force (EOF), withdrawal/clear drills, proportionality, target discrimination, positive ID, Law of War, small unit tactics training, and general convoy drills like vehicle recovery. This training will also include but not limited to weapons qualification, vehicle operations, IED, site security, traffic/entry control points, and safety. The contractor shall provide a sufficient number of trained personnel to meet the required security level for the project beginning on the date of mobilization.

11.0 KEY CONTROL

The contractor shall establish and implement methods in writing to ensure that all keys issued by the Contractor are not lost or misplaced and are not used by unauthorized persons. The contractor shall develop procedures covering key control that will be included in their quality control system (See Section 01451). The project managers will keep a master log of all keys and provide a copy to the contracting officer's representative (COR) for verification. If a key is lost or stolen, the Contractor shall pay to have all impacted locks changed/rekeyed immediately.

12.0 SAFETY BARRICADES

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas, or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Government site supervisor. As the situation dictates, one security guard will be posted at each safety barricade.

13.0 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project physical security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed. Security may include but is not limited to fence and private security guards. The Contractor shall provide perimeter force protection security for the developing site. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week. This document shall be referred to as part of the security plan submittal.

14.0 CRITICAL INFORMATION TO REPORT

The Government is responsible for the management and oversight of DOD Contracted AC/PSCs delivering services throughout the CJOA-A. Given the impact of either contractor misbehavior or catastrophic attacks against contractors, it is critical that information regarding AC/PSC incidents is communicated quickly and accurately to the Government for purposes of management, fact-finding, and mitigation where necessary. The Government must receive the information addressed below. The Contractor will report any of these information requirements immediately to the Government site supervisor:

- a. AC/PSC Escalation of Force to include the use of weapons resulting in the death or injury of an Afghan citizen, coalition, or U.S. service member, other government official, or contractor
- b. AC/PSC accidents, traffic, or otherwise, resulting in the death or injury of an Afghan citizen, coalition, or U.S. service member, governmental official, or contractor.
- c. Attacks against AC/PSC activities by Anti-Afghan Forces resulting in the death or injury of an Afghan citizen, coalition or US service member, governmental official, or contractor.
- d. Reports of "lost convoys." These are AC/PSC escort or independent activities which have lost contact with their companies.
- e. AC/PSC Escalation of Force, accidents, or other activities that result in significant damage to Afghan or USG vehicles, materials or facilities.
- f. Anti-Afghan Force actions including small arms fires (SAF), RPG fire, indirect fire (IDF), improvised explosive devices (IEDs), and/or complex attacks against AC/PSC activities.
- g. Contractor accidental or negligent discharge of a weapon.

15.0 REOCCURRING REPORTS.

Every month the Contractor will report the following to the designated contract Security Officer:

- a. The number, type, and general description of every weapons discharge by the Contractor or any tier of subcontractor on the project.
- b. The name of the Contractor's security manager and the total number of armed personnel working on the project.
- c. The total number by type/caliber of all weapons employed on the project.
- d. The serial numbers and license plates of all armored vehicles used for the project.
- e. The type of transponder/tracking system used for any moving equipment used for the project.
- f. Any changes made to security personnel (new hires, employees who quit or were let go, transfers, etc.).

16.0 CONTRACTOR SECURITY PERSONNEL REQUIREMENTS

The Contractor shall submit the names of all employees who will be working in security positions prior to their performance of any such work on this contract. All security personnel will be subject to Biometrics (retinal scan) testing by representatives of the Contracting Officer, at any time during performance of work on the contract. The names of security personnel and the Biometrics testing results will be vetted with the Afghanistan government, International Security Assistance Forces (ISAF), or U.S. Forces-Afghanistan to determine if any of the proposed security personnel are on the list of enemy combatants compiled by these sources. If the Contractor is notified by the Contracting Officer that such security personnel are on any of these lists of enemy combatants, such employees must be immediately removed from work on this contract. Repeated incidents of hiring security personnel on any of the lists of enemy combatants will be grounds for terminating the contract for default.

-END OF SECTION-

SECTION 01060

SPECIAL REQUIREMENTS

1. GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 SCHEDULE OF MEETING

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractors Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing, and other aspects of this project that warrant clarification and understanding.

1.1.2 MEETING MINUTES

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit those minutes to the Contracting Officer for approval within three (3) workdays. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

1.2 AREA USE PLAN

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this contract, an Area Use Plan designating intended use of all areas within the project boundaries. This plan shall include, but not necessarily be limited to the following: the proposed location and dimensions of any area to be fenced and used by the Contractor; construction plant and building installations/the number of trailers and facilities to be used; avenues of ingress/egress to the fenced areas and details of the fence installation; drawings showing temporary electrical installations; temporary water and sewage disposal installations; material storage areas; hazardous storage areas. Any areas that may have to be graveled shall also be identified. The plan shall also include a narrative description of the building structural system, the site utility system and the office or administration facilities. The Contractor shall also indicate if the use of a supplemental or other staging area is desired. The Contractor shall not begin construction of the mobilization facilities prior to approval by the Contracting Officer of the Area Use Plan described herein.

1.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor will be permitted to use an area approved by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. Utilities will be provided for the Contractor as described below. The Contractor is responsible for obtaining any required additional mobilization area above that designated. The construction site shall be cleared of

construction debris and other materials and the area restored to its final grade.

1.3.1 CONTRACTOR'S TEMPORARY FACILITIES

1.3.1.1 GENERAL

All facilities within the Contractor's mobilization area shall be of substantial construction suitable for the local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1. Local nationals will not be granted any privileges under this contract. Government provided services are for American and Foreign national contractors only.

1.3.1.2 ADMINISTRATIVE FIELD OFFICES

The Contractor may provide and maintain administrative field office facilities within the mobilization area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.3.1.3 STORAGE AREA

The Contractor shall construct a temporary 1.8 meter (6 foot) high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green or brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless approved in writing by the Contracting Officer.

1.3.1.4 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. If radio communication is approved by Contracting Officer / installation security office, frequency selection shall be approved by Contracting Officer to prevent interference with installation operations. Such devices shall be provided by the Contractor and made available for use by Government personnel as requested.

1.3.1.5 APPEARANCE OF MOBILIZATION SITE FACILITIES AND/OR TRAILERS

Mobilization Site Facilities and/or Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers or other transportable structures which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the construction site until such work or maintenance has been performed to the satisfaction of the Contracting Officer.

1.3.1.6 MAINTENANCE OF STORAGE AREA

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse unpaved areas which are not established roadways with construction equipment or other vehicles, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of soil onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

1.3.1.7 SECURITY PROVISIONS

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own facilities and equipment in accordance with

1.3.1.8 SANITATION

- a. Sanitary Facilities: The Contractor shall be responsible for maintaining such facilities at no expense to the Government.
- b. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. General construction debris and demolition debris shall be collected and transported by the Contractor to a location designated by the Government. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers to prevent it from being blown onto taxiways or runways. Any dirt or soil that is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.1.9 TELEPHONE

The Contractor shall make arrangements to install and pay all costs for telephone facilities desired.

1.3.1.10 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of mobilization facilities, trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse unpaved areas shall be removed and all such areas restored to their original conditions.

1.3.2 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.3.2.1 USE OF EXISTING ROADS AS HAUL ROUTES

The Contractor shall be responsible for coordinating with the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Base authorities and is the sole responsibility of the Contractor.

1.3.2.2 EMPLOYEE PARKING

The Contractor's employees may be allowed parking on the military installation. The Contractor is responsible for transporting workers (local nationals) from off post to the worksite, coordinating security identification screening, and cooperating in gate searches with the base authorities. The government

reserves the right to terminate any and all contractor parking at any time.

1.3.3 TEMPORARY PROJECT SAFETY FENCING AND BARRICADES

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.3.1 BARRICADES

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.3.4 HOST NATION AUTHORIZATIONS, PERMITS AND LICENSES

It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his quarry operations, batching operations and haul routes (See Special Clause entitled: COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS).

1.4 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to meet the requirements of Contract Section 01040 and prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.5 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

1.6 DIGGING PERMITS

1.6.1 REQUIREMENTS FOR DIGGING PERMITS

Prior to the start of any work activity that requires excavation within the current base, the Contractor shall obtain a digging permit.

1.6.2 REQUESTS FOR DIGGING PERMITS

Requests for Digging Permits shall be submitted to Contracting Officer a minimum of seven (7) days prior to the start of the work activity covered by the permit. The request for a Digging Permit shall include a narrative description of the work to be performed and a detailed map of the area of the excavation clearly marking the location of all known utilities or other obstructions. If the work activity covered by the Digging Permit request also requires a utility outage, a separate request for the outage shall be submitted in accordance with the paragraph entitled CONNECTIONS TO EXISTING UTILITIES.

1.6.3 PREPARATION OF REQUESTS FOR DIGGING PERMITS

Prior to submitting a request for a Digging Permit, the Contractor shall carefully review the area to be excavated to determine the location of existing utilities and other obstructions. The Contractor will review available drawings and will conduct a visual inspection of the site. The Contractor will utilize underground utility detecting devices such as metal and cable detectors to determine the location of existing utilities. All utility lines found shall be clearly flagged or marked and the location of the utility shall be shown on the drawing to be submitted with the request for Digging Permit.

1.6.4 EXISTING UNDERGROUND UTILITIES

The Contractor shall exercise utmost care in researching locations of existing utilities and reducing damage to existing utilities. Any utilities damaged by the Contractor shall be promptly repaired by the Contractor. The Contracting Officer will review and approve any proposed repairs. Any damage to existing utilities will be immediately reported to the Contracting Officer and the Base Commander.

1.7 CONNECTIONS TO EXISTING UTILITIES

1.7.1 GENERAL

Any outage involving disruption of electrical service beyond the site area shall be requested in writing at least ten (10) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost due to the Contractor's failure to properly schedule an outage shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.7.1.1 PERFORMANCE OF WORK DURING NON-STANDARD HOURS

To minimize outage impact to the mission of the installation, all outages shall be scheduled on weekends or after the project area's regular base duty hours and/or as directed by Contracting Officer Representative (COR). The period proposed for performance of the outage shall include sufficient contingencies to preclude impact to the peak working hours during the workweek.

1.7.1.2 EXTERIOR NIGHT LIGHTING

Exterior night lighting shall be provided in conformance with EM-385-1-1 entitled Safety and Health Requirements Manual.

1.7.2 EXISTING UNDERGROUND UTILITIES

The Contractor is provided notice that existing utilities may be present in the construction area. The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

1.7.2.1 USE OF UNDERGROUND UTILITY DETECTING DEVICE

Prior to any excavation, a metal and/or cable-detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

1.7.2.2 HAND EXCAVATION

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

1.7.3 REPAIR OF DAMAGED UTILITIES

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.8 WATER

The Contractor shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Water required for final testing, adjusting and balancing of HVAC systems will be furnished by the Government. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.9 ELECTRICITY (CONTRACTOR PROVIDED)

Electrical service is not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. The Contractor shall provide diesel generators to meet his demand requirements. Electricity required for final testing systems will be furnished by the Government. [The Government will provide permanent high voltage electricity to a point indicated by the Contracting Officer for use by the Contractor in the performance of final testing of systems.] The means of doing so, such as by temporary distribution systems, shall be the responsibility of the Contractor. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.10 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside the project area's regular base duty hours, or on holidays, including the following U.S. holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving and Christmas. The Contractor shall submit an application to the Contracting Officer. Due to reliance upon local national laborers and time off due to local observances, there may be disruptions. Potentials dates are the following local observances: National Islamic Holiday of Ashura, Ramadan (actual date varies – check with local authorities). The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and Health Requirements Manual".

1.11 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than thirty (30) calendar days after award of this

contract, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.12 SPECIAL FACILITIES AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the facilities and services listed in this clause for Corps of Engineers personnel and other persons as designated by the Contracting Officer. All facilities, furnishings, materials, and equipment shall be new when furnished at the site. The Contractor shall fully maintain and repair all facilities, furnishings and equipment listed below. All facilities, furnishings, materials, and equipment furnished and/or installed by the Contractor under this clause shall remain the property of the Contractor at the completion of the contract. Facility structures shall be modular or containerized, suitable for easy movement at a later date.

1.13 PREPARATION OF AS-BUILT DRAWINGS (CONTRACTOR)

1.13.1 AS-BUILT DRAWING SUBMITTALS

- a. Government approval is required for As-Built drawings as below in accordance with Section 01335, SUBMITTAL PROCEDURES.
- b. Drawings showing final as-built conditions of the project. The final CAD as-built drawings shall consist of **two sets** of electronic CAD drawing files in the specified format (see the AED CAD Design Requirements: CAD Design Guide), and **two half-size and two full-size paper copies** of the approved as-built drawings.

1.13.2 AS-BUILT DRAWINGS

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.13.2.1 GOVERNMENT FURNISHED MATERIALS

One set of electronic CAD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CAD file as-built drawings.

1.13.2.2 WORKING AS-BUILT AND FINAL AS-BUILT DRAWINGS

- a. The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built

drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. In addition, if the Contractor fails to provide the final as-built drawings within thirty (30) calendar days after contract completion, the Contracting Officer will deduct from the final contract payment an amount representing the lesser of 1% of the total contract cost or \$50,000. The working and final as-built drawings shall show, but shall not be limited to, the following information:

- b. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
- c. The location and dimensions of any changes within the building structure.
- d. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- f. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- g. Changes or modifications which result from the final inspection.
- h. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
- i. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.
- j. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- k. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.
 - 1. Directions in the modification for posting descriptive changes shall be followed.
 - 2. A Modification Circle shall be placed at the location of each deletion.
 - 3. For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.
 - 4. For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).
 - 5. For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.
 - 6. For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
 - 7. The Modification Circle size shall be 12.7 mm 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.13.3 DRAWING PREPARATION

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.13.4 COMPUTER AIDED DESIGN AND DRAFTING (CAD) DRAWINGS

- a. Only personnel proficient in the preparation of CAD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CAD files. The Contractor will be furnished "as-designed" drawings in AutoCAD Release 2009 or Microstation V8 format compatible with a Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings.
- b. Prior to submittal of the first design submittal involving CAD drawings, the Contractor shall prepare one typical CAD drawing for the project and furnish, via ENG Form 4025, the electronic CAD drawing file for review and approval by the Contracting Officer. All Government comments involving changes to this single drawing shall be accomplished and resubmittal(s) made until the Government is satisfied that all CAD Standards are being followed and all subsequent drawings will also be in compliance with these Standards.
- c. CAD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:
 1. Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.
 2. Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.
 3. Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.
- d. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer#63.
- e. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm 3/16 inch high. All other contract drawings shall be marked either "As-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.
- f. After Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CAD as-built drawings for that phase of work and submit two sets of full size paper copy prints of these drawings for Government review, comparison with approved red-line marked up drawings, and approval. The Government will promptly return one set of prints annotated with any necessary corrections to the CAD file(s) if corrections are required prior to approval. Within 20 days of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of full size paper prints and one set of the approved working as-built drawings. Data on the CD-ROM shall be organized per the instructions in Section 1335 and per the diagram in Section 1335a. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the CAD system. Upon approval by the Government of the final as-built drawing package for the entire project, the Contractor shall provide the number of as-built copies noted in Paragraph 1.1 of this Section.
- g. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall

be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.13.5 PAYMENT

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.14 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company involved and shall contain the name and address of the Contractor, the project name and location, description and the quantity of the items involved, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material.

1.15 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1 will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer at the jobsite or from the Afghanistan Engineer District at Kabul, Afghanistan.

1.15.1 ACCIDENT PREVENTION PROGRAM

Within fifteen (15) days after award of this contract, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 " Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.15.2 GROUND FAULT CIRCUIT INTERRUPTER (GFCI) REQUIREMENT – OVERSEAS CONSTRUCTION

The Corps of Engineers Health and Safety Manual, EM 385-1-1, section 11.C.05.a. states: "The GFCI

device shall be calibrated to trip within the threshold values of 5 ma +/- 1 ma as specified in Underwriters Laboratory (UL) Standard 943." A variance from USACE has been granted allowing 10 ma, in lieu of 5 ma, for overseas activities that use 220 Volts (V)/50 hertz (Hz) electrical power.

1.15.3 TEMPORARY POWER - ELECTRICAL DISTRIBUTION BOXES

EM 385-1-1 section 11.A.01.a. states, "All electrical wiring and equipment shall be a type listed by a nationally recognized testing laboratory for the specific application for which it is to be used." This includes temporary electrical distribution boxes. Locally manufactured electrical boxes will not be allowed. Only manufactured electrical distribution boxes that meet the European CE requirements, with 10 ma CE type GFCIs installed shall be allowed.

Contractors shall:

- a. Make no modifications that might void any CE or manufacturer certification.
- b. Test the installed systems to demonstrate that they operate properly and provide the 10 ma earth leakage protection.
- c. Ensure GFCIs will have an integral push-to-test function. The testing shall be performed on a regular basis.
- d. Check that proper grounding is checked regularly and flexible cords, connectors, and sockets inspected before each use.

1.16 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, explosive devices, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.17 SPARE PARTS

1.17.1 GENERAL

The requirements of this clause are in addition to any requirements for the provision of specific spare parts to be provided by the Contractor included in Technical Provisions. The Contractor shall furnish spare parts as directed by the Contracting Officer under the provisions of this clause for all equipment for which O&M data is to be provided under Clause OPERATION AND MAINTENANCE (O&M) DATA of this contract. The term "spare parts" as used herein shall include spare parts, special tools and test equipment.

1.17.2 SELECTION OF SPARE PARTS TO BE FURNISHED

The Contractor shall provide master parts lists, recommended spare parts lists and lists of special tools and test equipment as a part of the equipment O&M data required by Clause OPERATION AND MAINTENANCE (O&M) DATA. The master parts list shall include the supplier's price for each part. After review of the lists, the Contracting Officer will select spare parts and furnish written direction to the Contractor indicating quantities and types of spare parts to be furnished by the Contractor. Written directions for spare parts orders may be provided on an incremental basis as reviews of O&M data submitted by the Contractor are completed but will not necessarily be issued in the sequence in which the Contractor submitted the equipment O&M data.

1.17.3 PROCUREMENT AND DELIVERY OF SPARE PARTS

The Contractor shall procure and be responsible for delivery, receipt, handling, placing in storage, inventory, and turnover to the Contracting Officer all spare parts selected by the Contracting Officer. In addition to the recommended spare parts list required in paragraph SELECTION OF SPARE PARTS TO BE FURNISHED above, the Contractor is responsible to have one (1) year supply of manufacturer's recommended spare parts on site ready to turn over to the Contracting Officer at the time of acceptance of the facility.

1.17.3.1 SHIPMENT AND DELIVERY

The Contractor shall be responsible for the shipment and delivery of spare parts to the location on or near the site in Afghanistan as selected by the Contracting Officer. The Contractor shall provide all manpower and equipment required to receive and place into designated storage areas all spare parts purchased under this clause. The Contractor shall give the Contracting Officer thirty (30) calendar days notice of arrival at the site of the first shipment.

1.17.3.2 TURNOVER OF SPARE PARTS

The Contractor shall notify the Contracting Officer seventy-two (72) hours prior to delivery of spare parts to the designated storage area. The Contractor and the Contracting Officer will perform a joint inventory of the spare parts and the spare parts will be turned over to the Contracting Officer. Spare parts purchased under this clause shall not be used by the Contractor.

1.17.3.3 PARTS AND PACKAGE IDENTIFICATION

Prior to shipment from point of purchase, each spare part shall be tagged or otherwise marked or labeled. Such labeling may be placed or affixed to the container, box or packaging in which spare parts are located when it is not feasible to place or affix such labeling directly on each spare part. Tags or labels shall include, but not necessarily be limited to; part number, description, parent equipment name and number location, project and/or other data as directed by the Contracting Officer.

1.17.3.4 PRESERVATION AND PACKAGING INSTRUCTION

- a. Items ordered under this contract shall be preserved and packed for a minimum of three (3) years shelf life storage. All items shall be individually packaged except when the manufacturer specifies that the items are to be used in sets. Appropriate identification labels must be affixed to the items protective box or package. After the spare parts are packaged, the manufacturer shall weigh the spare parts and packaging and place the weight and size of the packaged container on the label with other information as outlined herein. Each item, not normally identified with manufacturer's name and part number, shall have an appropriate label affixed to it with manufacturer's name and part number.
- b. Machined spare parts shall be lubricated or coated in order to withstand extensive periods of storage in a highly corrosive atmosphere.
- c. Large items (greater than 22.7 kg (50 lbs.), or larger than 0.03 CM (one cubic foot) shall be packaged in waterproof wooden boxes and properly braced. Cushioning shall be used to prevent damage to the item and to the packaging material.
- d. Solid state components, such as diodes, transistors, integrated circuits or equipment consisting of such parts that can be damaged as a result of static electricity and other stray electro-magnetic fields shall be packaged in heat-sealed, aluminum foil, laminated, flexible packages.
- e. All other spare parts shall be packaged in heat sealed plastic bags or wrap. Delicate and more fragile items such as test equipment shall be cushioned or wrapped with transparent bubble wrap material prior to being inserted into the plastic package.

1.17.4 WARRANTY

All spare parts provided by the Contractor under this clause are subject to the general warranty clauses of this contract.

1.17.5 PAYMENTS FOR SPARE PARTS

Payments for spare parts ordered under the paragraph entitled "Selection of Spare Parts To Be Furnished" will be made under the work item of the Work Breakdown Sheet entitled "Spare Parts". Payments for spare parts specifically required elsewhere in this contract shall be considered as part of those equipment costs and shall be included in other payment items as appropriate. Payments for spare parts ordered under this clause shall be based on the invoice price (FOB supplier) plus certified invoice price of surface shipment to the site in Afghanistan. The invoice price (FOB supplier) shall include the separately listed cost for preservation and packaging by the manufacturer as specified herein. The Contractor shall provide invoices and any additional backup, which may be required to demonstrate that the invoices presented represent the cost of spare parts, preservation and packaging, and cost of surface shipment to the site. Payment for handling, delivery, inventory, turnover, customs, overhead or profit shall not be paid or allowed under this Contract Provision, and shall be included in the cost for installation of this equipment under the other appropriate payment items of this contract. Price increases over prices furnished under paragraph SELECTION OF SPARE PARTS TO BE FURNISHED shall be fully substantiated. Payment for spare parts will be made after the spare parts have been accepted at the site by the Contracting Officer. If the total payments under the work item entitled "Spare Parts" does not reduce the balance of this work item to zero, the remaining balance will be deducted from the final contract amount. If orders exceed the work item entitled "Spare Parts", a modification for equitable adjustment will be issued in accordance with Contract Clause 52.243-4 entitled CHANGES. Payments for spare parts ordered under this clause shall constitute full payment for all cost of the spare parts and associated cost of preservation and packaging, and cost of surface shipment to the site. Other ancillary costs shall be included by the Contractor under the other appropriate work items of this contract and no additional cost except as provided herein will be allowed.

1.18 OPERATION AND MAINTENANCE (O&M) DATA

1.18.1 GENERAL

The requirements contained herein are in addition to all shop drawings submission requirements stated in other sections of the specifications. The Contractor shall include the provisions for all items required under this clause in all purchase orders and sub-contract agreements. Submittals required hereinafter will not relieve the Contractor of any responsibilities under the Warranty of Construction Provisions of this contract or under the various Guarantee Clauses of the Technical Provisions.

1.18.2 SUBMITTALS

The Contractor shall submit all items requiring submission of O&M data under this and other sections of these specifications in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications.

1.18.3 OPERATION AND MAINTENANCE (O&M) DATA

The Contractor shall furnish operation and maintenance manuals for all facilities constructed under this contract. The manuals shall be loose leaf, indexed and shall consist of manufacturer's brochures, manufacturer's operation and maintenance manuals, service and repair manuals, catalogs, service bulletins, instruction charts, diagrams, other information as necessary to support the operation and maintenance of the end items of equipment, assemblies and systems. Each type of facility (housing, barracks, mosque, etc.) shall be covered by a separate manual (or manuals) consisting of all data

pertaining to the equipment and/or systems within that facility. Identical equipment within a single major system shall require only one submittal of data. The Contractor shall furnish all O&M manuals to the Contracting Officer not less than thirty (30) calendar days prior to contract completion. If the Contractor fails to furnish all O&M manuals to the Contracting Officer as specified herein, the Contracting Officer will deduct from the final contract payment an amount representing the lesser of 1% of the total contract cost or \$50,000. Required number of submittals (number of sets) shall be as specified in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD.

1.18.4 RECOMMENDED SPARE PARTS LIST

The Contractor shall furnish a recommended spare parts list containing equipment manufacturers' recommendations for five (5) years; two (2) years and one (1) year spare parts stock levels in Afghanistan. Current unit price and effective date, lead time, shelf life for each individual part, and total cost of all recommended parts shall be furnished.

1.18.5 SUPPLEMENTAL SUBMITTALS OF DATA

After initial submittal of O&M manuals and until final acceptance of all equipment, the Contractor shall prepare and deliver to the Contracting Officer supplemental technical data as previously described for all changes, modifications, revisions and substitutions to equipment and components. For equipment or systems introduced into the contract under change order, or modified by change order, supplemental data shall be furnished within forty-five (45) calendar days after issuance of the change order. The supplemental data furnished shall be properly prepared and identified for insertion into the O&M manuals.

1.18.6 FRAMED INSTRUCTIONS FOR SYSTEMS

Approved wiring and control diagrams showing the complete layout of the entire system, including equipment, piping, valves and control sequence, framed under glass or in approved laminated plastic, shall be posted, where applicable, in all mechanical equipment rooms. In addition, detailed operating instructions explaining safe starting and stopping procedures for all systems shall be prepared in typed form along with the inspections required to insure normal safe operations. The instructions shall be framed as specified above for the wiring and control diagrams and posted beside the diagram. Proposed diagrams, instructions, and other sheets shall be submitted for approval prior to posting. Operating instructions shall be posted before acceptance testing of the systems and verified during acceptance testing.

1.18.7 ADDITIONAL SUBMITTALS/RE-SUBMITTALS

The Contracting Officer reserves the right to determine whether the above specified information, as furnished by the Contractor, is adequate and complete and to require such additional submittals by the Contractor as necessary to insure that adequate information has been furnished to provide the satisfactory operation and maintenance of the various items of equipment and to fulfill the intent of the specifications. Additional submittals or resubmittals supplementing incorrect or incomplete data shall be made within thirty (30) calendar days after receiving notice by the Contracting Officer. All costs arising from these resubmissions shall be borne by the Contractor.

1.19 INSTRUCTIONS AND TRAINING FOR OPERATION AND MAINTENANCE

1.19.1 GENERAL

The Contractor shall be responsible for the instruction and training of operating and maintenance personnel as specified below and in the Technical Provisions of the specifications. Unless otherwise indicated in the Technical Provisions, operating and maintenance instructions shall be given for a minimum period as follows:

Title	Duration of Training
Mechanical Systems	10 Days
Electrical Systems	10 Days

1.19.2 OPERATION AND MAINTENANCE TRAINING

The Contractor shall provide competent instructors for training of personnel designated by the Contracting Officer to operate mechanical and electrical building systems and equipment, perform the required preventive maintenance to minimize breakdown, and to perform necessary repairs when malfunction or breakdown of equipment occurs. Such training shall consist of classroom and on-the-equipment training for the period specified, which shall be completed prior to acceptance of a system or equipment, as applicable. The instructor(s) shall have no other duties during the period of training. Classroom instruction shall not exceed fifty percent (50%) of the total training time, with the balance devoted to on-the-equipment demonstration and familiarization. Emphasis will be given to both electrical and mechanical features, in accordance with approved training plans.

1.19.3 ARRANGEMENTS

The training shall be for not less than the periods of time specified, five (5) days per week, and eight (8) hours per day, subject to review and approval by the Contracting Officer. Each individual training session shall be presented one time only, shall be video taped in a television system compatible with the local area, and be scheduled in a manner acceptable to the Contracting Officer. At the completion of training, the videotapes shall become the property of the Government. In addition to the Contractor's requirements to video tape each training section, the Government reserves the right to record, in any manner, the subject training material, or training sessions given by the Contractor, without additional cost to the Government.

Recordings obtained will be used in future training by the Government. The operating and maintenance manual data, as specified to be furnished in these Special Clauses, shall be used as the base material for training.

1.19.4 SCHEDULING

The Contractor shall contact the Contracting Officer for the purpose of preliminary planning, scheduling, and coordination of training, to maximize effectiveness of the training program for available operating and maintenance personnel. The Contractor shall initiate and make arrangements for such contact within thirty (30) calendar days after receipt of notification of award of contract; and shall include all significant times in scheduling and completing training in his PROJECT SCHEDULE. The Contractor shall provide a draft outline of training outline in sufficient detail to provide a broad indication of the type of scope of training to be given. It shall include but not be limited to; (a) a list of subjects to be presented; (b) estimated amounts of classroom and on-the-equipment instruction for each subject; (c) a list of minimum qualifications for instructors; and (d) discussions concerning the types and amounts of visual aids, reference materials, tools and test equipment, mock-up and other training materials that will be employed during training.

1.19.5 PRELIMINARY PLAN

The Contractor shall submit seven (7) copies of an outline of his proposed training plan to the Contracting Officer for review and approval not later than 60 calendar days after award of this contract. The plan will be reviewed and coordinated with the content of the O&M manuals.

1.19.6 PLAN

The Contractor shall submit seven (7) copies of his proposed training plan to the Contracting Officer for

approval not later than ninety (90) calendar days prior to start of any training. The plan shall include the following; (a) a weekly outline showing overall form and design of training presentation; (b) a day-by-day schedule showing time intervals, the major and subordinate subjects to be covered in each, the name of the instructor(s) and qualification summary of each, and identification of related handouts; (c) summary of the number of hours of classroom and on-the-equipment training; (d) a list of reference materials to be provided by the Contractor to the trainees; and (e) a list and description of the training materials to be used, such as text, visual aids, mock-up, tools, etc. The Contractor shall be responsible for furnishing all training materials except the following: The Government will provide space, chairs, and tables for classroom training, and three (3) sets of the five (5) sets of O&M Manuals required by the Contractor per Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications. Provision of these manuals is solely for reference purposes, and in no way relieves the Contractor from providing all instruction and materials necessary for training personnel designated by the Government. All costs for resubmission of training plans, training materials, etc., as requested by the Contracting Officer shall be borne by the Contractor. Resubmittals shall be made within twenty (20) days of notice from the Contracting Officer.

1.19.7 ATTENDANCE ROSTER/TAC FORM 356

The Contractor shall develop an attendance roster or a similar document indicating each student's attendance, prior to the start of each class, subject and/or topic. This includes both "Hands-On" and classroom training. It is strongly recommended that each student trained be required to sign this document at the beginning of each class day for each and every class, subject and/or topic taught on that day. The Contractor's failure to have student attendance verified in writing may be cause for the Government to order the Contractor to repeat schooling where evidence of attendance cannot be verified. No part of the time lost due to such repeat instruction shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor. Within ten (10) working days after completion of Operation and Maintenance Training conducted in accordance with this clause and/or applicable Technical Provision section, the Contractor shall complete and submit TAC Form 356 "Operation and Maintenance Training Validation Certificate". The attendance roster shall be included as an attachment to TAC Form 356.

1.20 CONTRACTOR FURNISHED EQUIPMENT LISTS

The Contractor shall furnish a list of all items, other than integral construction type items, furnished under the contract. Items such as furniture, drapes, rugs, vehicles, office machines, appliances, etc., shall fall under this category. The Contractor's list shall describe the item; give the unit price and total quantities of each. Model and serial numbers for equipment shall be provided when applicable. The Contractor shall keep an up-to-date register of all covered items and make this information available to the Contracting Officer at all times. Prior to acceptance, the Contractor shall submit the complete register to the Contracting Officer.

1.21 TIME EXTENSIONS

1.21.1 GENERAL

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984. The listing below defines the anticipated monthly unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining monthly weather time evaluations. Upon award of this contract and continuing throughout the contract each month, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the

anticipated unusually severe weather days on all weather dependent activities.

Kabul Province - Kabul

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	22	18	11	10	7	1	2	1	1	3	16	22	114

Logar Province - Pul-i-Alam

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	21	19	10	2	1	0	0	0	1	8	16	20	98

Parwan Province - Bagram

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	19	13	7	4	3	2	0	0	0	2	8	19	77

Kunar Province - Asadabad

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	7	8	10	8	5	3	4	6	4	2	3	5	65

Laghman Province - Mihterlam

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	7	4	2	1	1	1	1	1	1	0	1	5	25

Nangahar Province - Jalalabad

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	3	1	1	4	0	0	1	2	1	1	1	2	17

Badakhshan Province - Feyzabad

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
	16	16	1	1	0	0	0	0	0	0	3	12	49

Baghlan Province - Pol-e-Khumri

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	17	9	2	3	1	0	0	0	0	1	6	14	53

Kunduz Province - Kunduz

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	14	9	8	8	4	1	1	0	0	0	5	12	62

Balkh Province- Mazir-e-Sharif

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	12	8	1	0	0	0	0	0	0	1	3	8	33

Jowzjan Province - Sheberghan

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	13	8	7	5	1	0	0	0	0	1	5	8	48
Ghazni Province - Ghazni													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	22	20	15	8	5	1	3	0	0	6	17	20	117
Khost Province - Khost													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	15	7	2	1	1	1	4	1	2	1	4	13	52
Paktia Province - Gardez													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	22	19	13	2	1	0	0	0	0	5	17	21	100
Paktika Province - Sharana													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	21	16	3	0	0	0	0	0	0	0	6	19	65
Kandahar Province - Kandahar													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	14	7	4	6	1	0	1	1	0	1	6	12	53
Nimroz Province - Zaranj													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	13	6	1	1	0	0	0	0	0	1	4	9	35
Oruzgan Province - Tarin Kowt													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	12	3	0	0	0	0	0	0	0	0	1	6	22
Zabul Province - Qalat													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	19	11	3	0	0	0	0	0	0	1	5	12	51
Badghis Province - Qal-i-Naw													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	18	12	5	3	1	0	0	0	0	4	7	12	62
Bamiyan Province - Bamiyan													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	21	19	13	3	1	0	0	0	1	9	19	21	107
Farah Province - Farah													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	

		11	5	3	3	1	0	0	0	0	1	4	12	40
Herat Province - Herat														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
		15	11	6	6	1	0	0	0	0	2	9	15	65

In the event the project is located in either Nuristanm, Panjsher, Samangan, Sari Pul, Takhar, Wardak or any other province not listed above, then the closest neighboring province should be selected, or if the project is located equidistant between two provinces, then the average of the two provinces should be used.

1.21.2 TIME EXTENSIONS

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's workday and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

1.21.3 OTHER DELAYS

Construction delays due to full or partial base closures due to incidents such as demonstrations, civil unrest and outright attacks will be examined on an individual basis for consideration of time extensions.

1.22 STANDARDIZATION

Where two or more items of the same type or class of product, system or equipment furnished in this project are required, the units shall be products of the same manufacturer and shall be interchangeable when of the same size, capacity, performance characteristics, and rating. The only exception to this requirement is where the items are interchangeable due to conformance with industry standards (valves, fittings, etc.); they need not be by the same manufacturer. This requirement applies to all manufactured items in the project that normally require repair or replacement during the life of the equipment.

1.23 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The laws of Host Country may prohibit access to certain areas of the country that are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

1.23.1 CONTRACTOR'S RESPONSIBILITIES

The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- a. Official language and type of accounts required to satisfy the officials of the Local Government.
- b. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- c. Passports, health and immunization certificates, and quarantine clearance.
- d. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- e. Strikes, demonstrations and work stoppage.
- f. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- g. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- h. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- i. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- j. Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- k. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- l. Sales within the host country of Contractor-owned materials, and equipment.
- m. Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- n. Identification and/or registration with local police of imported personnel.
- o. Stamp tax on documents, payments and payrolls.
- p. Base passes for permanent staff, day laborers, motor vehicles, etc.
- q. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

1.24 EMPLOYEE ACCESS TO PROJECT SITE

1.24.1 EMPLOYEE IDENTIFICATION

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.24.1.1 PREPARATION OF IDENTIFICATION BADGES

The Contractor shall be required to prepare a written application inclusive color photographs and provide all materials and labor necessary to prepare an identification badge, laminated in plastic, containing the employee's name, badge number, color photo, height and weight, the name of the Contractor's organization and for requiring each employee engaged on the work to display this identification as directed by the Contracting Officer. The Contractor shall submit each application and draft badge through the Contracting Officer to the Base Security Office. A minimum of thirty-five workdays shall be allowed for Government review and certification of badges. The Base Security Office will certify each draft badge by signature, stamp, seal or any combination thereof. Upon certification by the Base Security Office, the badges will be returned to the Contractor for final preparation, lamination, and issuance. Badges shall not be taken out of country during periods of travel or absence. During such periods, the Contractor may be permitted to issue temporary identification badges.

1.24.1.2 EMPLOYEE BACKGROUND AND HISTORICAL INFORMATION

The Contractor shall be required to prepare and maintain personal background and historical information forms on each employee. These forms may be reviewed by the Base Security Office. The required information shall include but not necessarily be limited to the following:

- a. Full name.
- b. Place and date of birth.
- c. Three (3) current color photographs.
- d. Copy of Citizenship/Nationality identification.
- e. Copy of Passport.
- f. Copy of drivers license.
- g. Police Background Check.
- h. Work History.
- i. Personal background information.
- j. Copy of Work Permit and/or Visa.
- k. Permanent home of record and in-country address.
- l. Other information mandated by local law, the Base Security Regulations or that may be required to coordinate and process the necessary documentation with the government offices responsible for the approval.
- m. Registration, insurance company, policy number and expiration date for each vehicle.

1.24.2 IDENTIFICATION OF CONTRACTOR VEHICLES

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

1.24.3 SECURITY PLAN

The Contractor shall submit to the Contracting Officer a security plan as required in Contract Section 01040.

1.25 RADIO TRANSMITTER RESTRICTIONS

To preclude accidental actuation of sensitive electronic equipment, the Contractor shall not use radio-transmitting equipment without prior approval of the Contracting Officer.

1.26 PUBLIC RELEASE OF INFORMATION

1.26.1 PROHIBITION

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.26.2 SUBCONTRACT AND PURCHASE ORDERS

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract

agreements issued under this contract.

1.28 CONSTRUCTION PROJECT SIGN

The contractor shall fabricate and display at least one sign to identify the project site as a Government of the Islamic Republic of Afghanistan sponsored project associated with the Ministry of Interior. The sign shall measure at least 1.8 x 1.2 meters as shown in Attachment. The sign shall be fixed to posts with a sufficient number of bolts to ensure that the sign will not be damaged by weather or vandalism. A minimum of three posts will be utilized. If lumber is used for support posts, the minimum dimension of the lumber vertical posts and bracing will be 10 cm x 10 cm. The post will set in field-prepared site-grade concrete. No rebar (reinforcement) and no formwork are required for concrete. At any point during construction if deemed necessary by the COR the sign shall be repaired or replaced. Exact placement at the project site shall be coordinated with the COR.

The black, green and red colors on the left side of the sign shall be the Pantone colors listed below:

Black: Pantone Process Black PC

Red: Pantone 485 PC

Green: Pantone 370 PC

Sign panels shall be fabricated from 19mm thick High Density Overlay (HDO) plywood or 2-mm thick sheet metal primed and painted (exterior paint) with lumber or metal uprights and bracing (see the "pdf" Attachment). The sign will be primed and two-coat painted. The sign shall be placed in a location that is visible to pedestrians and/or vehicles passing the project site. Sign face and graphics shall be non-reflective vinyl film prepared on a white adhesive backing or enamel-based exterior type paint. All logos shall be aligned left with typography center text. Dari translations shall be substituted with Pashtun in areas where the language is more predominant/appropriate. If the Text Group T6 (which is the Project Title taken from the Contract) does not make it clear to the public viewing the sign what the project purpose is, succinct wording shall be added to Text Group T2 to make this clear (for example, "Hospital Wastewater Treatment Facility Expansion" or "20 KM paved road" or other project summary), to be submitted and approved by the COR.

1.29 ATTACHMENTS

TAC FORM 61 - Accident Prevention Program Hazard Analysis

TAC FORM 356 - Operation and Maintenance Training Validation Certificate

Construction Project Sign Dimensions

Mounting Diagram

Ministry Logo

2. SPECIAL CONTRACT REQUIREMENTS

2.1 APPLICATION OF US CRIMINAL JURISDICTION

Reference DODI 5525.11. The contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). A copy of

the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

2.2 ATTACKS FROM HOSTILE ENTITIES

This contract is firm fixed-price. Costs incurred in the performance of project execution that arise from the attacks of hostile entities, such as costs arising from damage to or destruction of contractor equipment and facilities, and damage to or destruction of the project prior to Government acceptance, are the sole responsibility of the contractor. The Government makes no guarantee to provide the contractor with security, and bears no obligation to reimburse the contractor for costs arising from the attacks of hostile entities. When appropriate, the Contracting Officer may provide the contractor with an equitable adjustment with respect to time – but not cost – in accordance with clause 52.249-10; see 52.249-10(b)(1)(i) and (2).

2.3 INSTALLATION ACCESS AND BADGING

This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable installation access procedures and requirements, to include any and all badging procedures and requirements, that may be necessary for contractor access to the project site. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such installation access procedures, requirements or changes thereto.

2.4 CUSTOMS CLEARANCE

Reference clauses 52.229-6 and 52.225-13. This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable customs clearance procedures and requirements that may be necessary for the transportation of supplies and equipment into Afghanistan. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such customs clearance procedures, requirements or changes thereto.

2.4.1 CUSTOMS PROCEDURES

Background: Every contractor/carrier importing goods into Afghanistan or exporting goods out of the country must comply with national customs regulations and procedures administered by the Afghanistan Customs Department (ACD) of the Ministry of Finance, in compliance with Afghan law. Contractors performing contracts in Afghanistan for the Department of Defense (DoD), including the U.S. Army Corps of Engineers, in support of Operation Enduring Freedom (OEF), may be entitled to certain exemptions from the payment of customs tariffs and duties on goods and materiel imported into Afghanistan for use at DoD construction projects within the country, and on export of materiel from Afghanistan after completion of a project.

Obtaining import tax exemptions and clearances for the release of construction goods and materiel through ACD is often time consuming. Early planning and realistic delivery timelines are essential to prevent avoidable project delays related to customs issues. This section provides general guidance and a list of customs procedures and documents that you may be required to fulfill or provide. Please note that this guidance is provided to alert contractors from the outset that the Afghan customs process is complex and time-consuming, and to *strongly encourage* early planning. The steps listed below are provided for informational purposes only and cannot be regarded as definitive because the ACD's procedures and requirements may change at any time.

ANY DEVIATIONS FROM THE PROCESS DESCRIBED HEREIN SHALL NOT FORM THE BASIS FOR A REQUEST FOR EQUITABLE ADJUSTMENT.

General Requirements: USACE contractors must designate an authorized employee of the company as the customs point of contact (POC), responsible for handling customs clearance issues, and must advise the USACE's Customs Coordinator by e-mail of the name and contact information for the authorized customs POC. This individual must hand-deliver all required documentation between the USACE's Customs Coordinator at Qalaa House and the US Embassy, the Afghan Ministry of Foreign Affairs, and the Customs Department of the Afghan Ministry of Finance in order to obtain required stamps and signatures.

To initiate the customs clearance process, the following steps are necessary as of the time of publication of this solicitation, but cannot be regarded as definitive:

- 1) Prepare a Contractor's Letter of Introduction for the Afghanistan Customs Department. The Letter of Introduction should first be emailed to the USACE Customs Coordinator at Qalaa House, Kabul Afghanistan.
- 2) The following hard copy original documents should be delivered to the USACE's Customs Coordinator at Qalaa House prior to the movement of goods into or out of Afghanistan:
 - a) A completed Tax Exemption Form ("Muaffi Nama"), purchased from the Afghan Customs Department and written in the Dari language.
 - b) A Bill of Lading (for cargo transiting via ship and motor carrier), Airway Bill (for cargo arriving via air) or CMR (for cargo that has only traveled overland).
 - c) An Invoice in US Dollars only. If the goods were purchased elsewhere and invoiced in a different currency, the equivalent U.S. Dollar amount must be clearly shown.
 - d) A Customs Clearance Request. See Section 01060b
 - e) A Packing List if the complete cargo manifest is not listed on the invoice.
 - f) A Certificate of Origin for cargo coming through Islam Qalat and Heart.

The USACE Customs Coordinator will check the documents to ensure that they are complete, accurate, and ready for signature.

Once all stamps and signatures are obtained on the documents listed under paragraph 2, the Afghanistan Customs Department will send them to the applicable customs clearing house and the shipment can be released for border crossing and final delivery.

Note: When a contractor imports vehicles or equipment for use by the US Government, the items can only remain in country until the contracted project is complete. At the termination of the contract, the vehicles or equipment must be exported following procedures similar to those outlined above, or the original exempted duties must be paid to the Ministry of Finance if the vehicles or equipment remain in Afghanistan.

It is the sole responsibility of the contractor to know of and abide by all Afghan customs clearance procedures and requirements applicable to the importation of supplies and equipment into Afghanistan, and to make accurate and truthful representations on all customs documents. Please recognize that Afghan customs procedures and requirements may change over the period of contract performance. The US Army Corps of Engineers, Afghanistan Engineer District, therefore provides the information in this section for general guidance purposes only, and advises you that responsibility for customs compliance, and awareness of changing customs procedures, remains your responsibility.

Any contractor or shipping agency that violates Afghan customs procedures may be subject to legal action, including but not limited to revocation of contract, forfeiture of goods and enforced collection of fines and customs fees due the Afghan Government. All contractors and suppliers that import goods tax and duty free are subject to warehouse and storage facility inspections by USACE representatives to confirm that customs manifests are accurate and that abuse of the US Government's tax-exempt status has not occurred.

2.5 TRAVEL WARNINGS

The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan. A copy of the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel. At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

2.6 DRUG-FREE WORKFORCE

Documentation of the contractor's drug-free workforce program as required by clause 252.223-7004(b) ***shall be furnished to the contracting officer upon award of the contract***.

2.7 COMBATING TRAFFICKING IN PERSONS, COMMERCIAL SEX ACTS, FORCED LABOR

A copy of the employee notification statement as required by clause 52.222-50 Alt 1 ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

2.8 PROMPT PAYMENT OF SUBCONTRACTORS

In accordance with 52.232.5 (b)(1)(v.), the contractor shall furnish documentation with each progress payment which indicates that all sub-contractors and suppliers have been paid with funds from the most recent progress payment. In order for the progress payment request to be considered complete, the contractor shall:

- submit a listing of all subcontractors, the total amount paid to each subcontractor under the contract and the dates and methods of such payments; and
- provide copies of payrolls for each subcontractor working under this contract.

2.9 SUBCONTRACTORS CLAUSE REQUIREMENT

In accordance with 52.232.27, the contractor shall include in each subcontract, a payment clause that obligates each subcontractor to pay their subcontractors for satisfactory performance of work not later than 7 days from the date they receive payment for work under this contract.

2.10 DEFENSE BASE ACT

In accordance with FAR 52.228-3 "Workers Compensation Insurance" (Defense Base Act) the offeror is required to provide, prior to commencing work under this contract, such workers' compensation insurance or security as the Defense Base Act ("DBA") (42 U.S.C.1651 et seq.) requires and to continue to maintain it until performance is complete. The amount listed by the offeror on this Contract Line Item (CLIN) is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under that CLIN will be based on the amount of the Rutherford invoice, stamped "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid. Failure to fully comply with the Defense Base Act requirements may result in termination for default in accordance with FAR 52.249-10 Default (Fixed-Price Construction).

2.11 SUBMISSION OF DEFENSE BASE ACT CLAIMS

The offeror's Safety Officer shall, in addition to any other duties required to be performed under this contract, do the following:

- Make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract; and
- Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the Agency Safety and / or Occupational Health Manager, providing the name(s) of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee(s), and the current status of each claim.

The Agency Safety and / or Occupational Health Manager POC will be provided at the pre-construction meeting.

-- END OF SECTION --

SECTION 01065

AFGHAN CAPACITY DEVELOPMENT

1.0 AFGHAN CAPACITY DEVELOPMENT

The Government requires the Offerors to promote the education and skills development of Afghan citizens, as required by Factor 5–Afghan Capacity Development in Sections 00110 and 00120. Prospective Offerors must provide a Capacity Development Manager and certify Offeror’s commitment to employing a minimum set percentage of skilled Afghan workers by filling out an Afghan Capacity Development form. Upon award, the Capacity Development Manager must submit an Afghan Capacity Development Plan to the Contracting Officer. The plan must include the elements described in section 2.0 below. This Plan must be submitted to the Contracting officer within seven (7) days of Notice to Proceed (NTP).

2.0 AFGHAN CAPACITY DEVELOPMENT PLAN

The Offeror shall provide an Afghan Capacity Development Plan. This plan must explain how this project will promote the education and skills development of Afghan citizens. Specifically, as a minimum, the plan must address the following elements below. The term “contractor” here includes subcontractors, if applicable.

2.1 The Afghan Capacity Development Plan must name an Afghan Capacity Development Manager. Responsibilities for this person must be clearly stated and this person’s position must be shown on the company organizational chart. The plan must clearly state that the method of evaluating the performance of this individual will be based on his or her ability to meet or exceed the target percentages of Afghan employees listed on the Afghan Capacity Development form submitted with the Offeror’s proposal as part of Factor 5 of the technical evaluation criteria.

2.2 The Capacity Development Plan must describe how the contractor (and subcontractors) will promote the education and develop skills of Afghan citizens. Specifically, the plan must demonstrate how the contractor (and subcontractors) will:

- a. recruit, hire, train and maintain a staff of skilled Afghan workers for construction trades including, but not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters. These skilled workers must be graduates of construction trade schools, such as the Champion Trades Training Center in Jalalabad or the Afghanistan Technical Vocational Institute in Kabul. To demonstrate intent, the Afghan Capacity Development Plan must include a list of skilled trades and the percentage of each skilled trade that will be comprised of trained, skilled Afghan workers. The plan must also list the trade schools, preferably from the province where the project is being built, from which skilled Afghans will be hired. Each skilled Afghan working

on the construction site must have submitted a trade school diploma to the contractor. During project execution, these diplomas must be provided to the U.S. Government upon request.

- b. recruit, hire and maintain a staff of Afghan journeymen or highly skilled-technical workers, including but not limited to electricians and plumbers. These highly skilled-technical workers must be graduates of technical schools, such as the Afghanistan Technical and Vocational Institute in Kabul. To demonstrate intent, the Afghan Capacity Development Plan must include a list of these highly skilled-technical trades and the percentage of each trade that will be comprised of highly skilled-technically trained Afghan workers. The plan must also list the technical schools, preferably from the province where the project is being built, from which these skilled Afghans will be hired. Each Afghan journeyman or highly skilled-technical employee working on the construction site must have submitted a technical school diploma to the contractor. During project execution, these diplomas must be provided to the U.S. Government upon request.
- c. plan to coordinate and work with the technical and trade schools, preferably in the province where the project is being built, to use graduates from the schools and provide opportunities for the students and graduates of the schools to get on-the-job training and experience.

2.3 The contractor must validate capacity development performance to the U.S. Government quarterly and also upon request. Validation must include, for each applicable position, total employee numbers and percentages filled by Afghan citizens. The presentation of data must be in tabular form and address both categories of employees: skilled trades, and journeymen or highly skilled-technical. The Afghan Capacity Development Plan must include an example of how this data will be reported to the U.S. Government.

2.4 Failure to comply with the Afghan Capacity Development Plan may result in termination for default in accordance with FAR 52.249-10 Default (Fixed-Price Construction).

-END OF SECTION-